



# CITY OF SNOHOMISH

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## NOTICE OF REGULAR MEETING

### SNOHOMISH CITY COUNCIL

in the  
George Gilbertson Boardroom  
1601 Avenue D

**TUESDAY**  
**January 21, 2020**  
**6:00 p.m.**

**NOTE:**  
**COUNCIL WORKSHOP**  
**BEGINS AT 5:00 P.M.**

### AGENDA

*Estimated  
time*

- 6:00 1. **CALL TO ORDER:**
  - a. Pledge of Allegiance
  - b. Roll Call
- 2. **APPROVE AGENDA** contents and order
- 3. **APPROVE MINUTES** of the January 7, 2020 Regular Meeting (P.3)
- 6:05 4. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
- 6:10 5. **PRESENTATION:** Introduce Newly Hired and Promoted Employees
- 6. **ACTION ITEMS:**
  - 6:15 a. **ACCEPT** the Planning Commission's 2019 Annual Report and 2020 Work Program (P.9)
  - 6:25 b. **AUTHORIZE** the Mayor to Sign Amended Lease Agreement with the Boys & Girls Club (P.15)
- 6:45 7. **DISCUSSION ITEM: REVIEW** of City Priorities (P.49)
- 7:15 8. **CONSENT ITEMS:**
  - a. **DESIGNATE** the Mayor as the Authority to Approve Applications for Retail Fireworks Stands, as Provided for by SMC 5.54.040 Fireworks (P.65)

-- Continued Next Page --

- b. **AUTHORIZE** payment of claim warrants # 72210 through # 72329 in the amount of \$435,822.15 issued since the last regular meeting. (P.67)

7:20 9. **OTHER BUSINESS/INFORMATION ITEMS**

7:25 10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**

7:30 11. **COUNCIL PRESIDENT'S ITEMS/REPORTS**

7:35 12. **CITY ADMINISTRATOR'S COMMENTS**

7:40 13. **MAYOR'S COMMENTS**

7:45 14. **EXECUTIVE SESSION:** Two matters concerning potential litigation pursuant to RCW 42.30.110(1)(i)

8:05 15. **RECONVENE and ADJOURN**

**NEXT MEETING:** The next meeting is Tuesday, February 4, 2020, workshop at 5 p.m., regular meeting at 6 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

***The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.***

***This organization is an Equal Opportunity Provider.***

**Snohomish City Council Meeting Minutes  
January 7, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council regular meeting to order at 6:00 p.m., Tuesday, January 7, 2020, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

**COUNCILMEMBERS/MAYOR PRESENT**

Larry Countryman  
Steve Dana  
Judith Kuleta  
Tom Merrill  
Donna Ray  
Linda Redmon  
Jason Sanders  
John T. Kartak, Mayor

**STAFF PRESENT**

Pat Adams, HR Manager and City Clerk  
Debbie Burton, Finance Director  
Keith Rogers, Police Chief  
Steve Schuller, City Administrator and Utility  
General Manager  
Andrew Sics, Senior Utilities Engineer  
Grant Weed, City Attorney

2. **APPROVE AGENDA** contents and order

**MOTION** by Sanders, second by Countryman to approve the agenda as presented. The motion passed unanimously (7-0).

3. **APPROVE MINUTES** of the December 3, 2019 regular meeting and the December 17, 2019 Boards and Commissions Appreciation Reception

**MOTION** by Redmon, second by Countryman to approve the minutes of the regular meeting and the Boards and Commissions Appreciation Reception. The motion passed unanimously (7-0).

4. **CITIZEN COMMENTS** on items not on the Agenda

Mayor Kartak welcomed the citizens to the meeting and discussed the procedures for providing citizen comment.

Citizen Comments:

**Melody Clemans, 313 Avenue D**, welcomed the newly elected Councilmembers.

Citizen Comments: Closed

5. **ACTION ITEMS:**

- a. **APPOINT** Council President

Councilmember Countryman nominated Councilmember Sanders for Council President, seconded by Councilmember Redmon. No further nominations were received.

Citizen Comments: None  
Citizen Comments: Closed

**MOTION** by Merrill, second by Countryman to appoint Councilmember Jason Sanders as Council President to serve a two-year term, expiring the first Council meeting in January 2022. The motion passed unanimously (7-0).

**AGENDA ITEM 3.**

b. **SELECT** Mayor-Council Liaisons to Board and Commissions and External Agencies

Mr. Schuller explained tonight's meeting is the appropriate time to re-evaluate liaison appointments to Boards and Commissions. After discussion by the Council, assignments were proposed as follows:

**Board/Commission**

Planning Commission  
Design Review Board  
Parks and Recreation Board  
Public Safety Commission  
Economic Development Committee  
Youth Council

**Mayor/Councilmember Liaison**

Councilmembers Kuleta and Dana  
Councilmember Countryman  
Councilmembers Ray and Redmon  
Councilmembers Ray  
Councilmembers Countryman and Merrill  
Councilmembers Sanders and Redmon

**External Agencies**

Snohomish Chamber of Commerce  
Historic Downtown Snohomish  
Snohomish County Tomorrow  
Community Transit Board  
Snohomish Health District  
Alliance for Housing Affordability

Councilmembers Countryman and Kuleta  
Councilmembers Countryman and Kuleta  
Councilmember Merrill and Mayor Kartak  
Councilmember Merrill  
Councilmember Redmon  
Councilmember Redmon

Citizen Comments: None

Citizen Comments: Closed

**MOTION** by Redmon, second by Countryman to **APPOINT** the above listed Councilmembers as liaisons to the Boards and Commissions and external agencies as shown above. The motion passed unanimously (7-0).

c. **AUTHORIZE** the Mayor to Sign Amendment #2 to the Interlocal Agreement with the Sheriff's Office to Include Police Records Management

Mr. Schuller introduced the agenda item and explained the proposed amendment to the existing Interlocal Agreement (ILA) is to complete the transition of police support services to include records management duties to the Snohomish County Sheriff's Office (SCSO). The City would continue to have records management and police reception services, with an additional cost savings achieved from future utilization of Snohomish County's in-house legal review of complex and potentially litigious records requests, as needed. The amendment will apply to the current ILA, which expires December 31, 2021. At that time, the City will negotiate a renewal agreement with the SCSO for all law enforcement services covered under the current existing ILA.

Councilmember Merrill requested clarification that this action will result in a single source for obtaining records. Mr. Schuller confirmed that was correct.

Councilmember Redmon verified there will be a decrease in the cost of retrieving police records. Chief Rogers agreed.

Citizen Comments: None

Citizen Comments: Closed

**AGENDA ITEM 3.**

**MOTION** by Merrill, second by Redmon that the City Council **AUTHORIZE** the Mayor to execute Amendment No. 2 to the Interlocal Agreement with Snohomish County to include police records management services. The motion passed unanimously (7-0).

- d. **ACCEPT** Bid Award and **AUTHORIZE** the Mayor to Sign a Contract with McClure and Sons for the Peracetic Acid Disinfection System Project

Senior Utilities Engineer Andrew Sics stated City Council approval is requested to authorize the Mayor to enter into an agreement with McClure and Sons, Inc. for the construction of the Peracetic Acid Disinfection System project. They were the lowest responsive bidder, at \$890,681.06. The project will replace the City's chlorine gas effluent disinfection system with peracetic acid at the City's wastewater treatment plant, and is expected to begin in late January with anticipated completion in July 2020.

Councilmember Dana asked if there were costs associated with de-commissioning the current chamber, or if it would be removed. Mr. Sics responded the current chamber will remain and be repaired as part of the project.

Councilmember Redmon inquired about securing the peracetic acid, as had to be done for the chlorine. Mr. Sics indicated there needs to be a separate storage building, but it is safer than chlorine.

Citizen Comments: None  
Citizen Comments: Closed

**MOTION** by Sanders, second by Redmon that the City Council **AUTHORIZE** the Mayor to sign and execute a contract with McClure and Sons, Inc. in the amount of \$1,024,283, including a 15% contingency for the construction of the Peracetic Acid Disinfection System project.

Councilmember Redmon thanked staff for finding an alternative to chlorine. She finds it innovative and appreciates the effort made to go in this direction.

**VOTE THE MOTION:** The motion passed unanimously (7-0).

**6. DISCUSSION ITEM: REVIEW** Council's Rules and Procedures

City Attorney Grant Weed indicated the purpose of the discussion item is for biennial review and direction to staff regarding Resolution 1371, which outlines the City Council's operating rules and procedures for conducting meetings. He noted there had been a previous brief discussion about the Order of Business, and whether to move #5 "Proclamations or Presentations" ahead of #4 "Citizen Comments on items not on the agenda," or to continue to handle those on a case-by-case basis.

Citizen Comments: None  
Citizen Comments: Closed

Councilmember Merrill indicated his support of the current order of business and the flexibility of moving the presentations prior to citizen comments.

Councilmember Redmon supported moving presentations prior to citizen comments, due to the number of occasions this has occurred. She also felt this more accommodating for

### AGENDA ITEM 3.

attendees at the meeting strictly for the presentations. Councilmember Dana concurred with Councilmember Redmon, stating it also helped presenters plan accordingly.

The City Council directed staff to prepare an amending Resolution, moving #5 "Proclamations or Presentations" ahead of #4 "Citizen Comments on items not on the agenda" to be placed on an upcoming consent agenda for Council approval.

Mr. Weed commented the rules could be reviewed and amended at any time. Mr. Schuller remarked additional changes regarding social media regulations may need review later in the year.

#### 7. **CONSENT ITEMS:**

- a. **AMEND** SMC 15.05 Billing and Collection of Utility Charges - **ADOPT** Ordinance 2388
- b. **AUTHORIZE** Mayor to Sign a Supplemental Agreement with ARC Architects for the Carnegie Building Project (P.65)
- c. **AMEND** the City of Snohomish Financial Management Policy - **PASS** Resolution 1406
- d. **AUTHORIZE** payment of claim warrants # 72079 through # 72239 in the amount of \$844,129.66, and payroll warrants in the amount of \$889,228.50, issued since the last regular meeting. (P.103)

**MOTION** by Countryman, second by Sanders to pass the Consent Items. The motion passed unanimously (7-0).

8. **OTHER BUSINESS/INFORMATION ITEMS:** Councilmember Merrill commented on his dissatisfaction with the current method of Council goal setting and follow up. He felt goals were hastily set with very little follow-through and little direction to City staff. He proposed a three-person Council subcommittee to identify and design goal-setting strategies, including methods for accomplishing those goals, accountability, reporting and tracking, and identification of who to enlist to achieve goals (i.e. board and commission members).

Council President Sanders supported the proposal and suggested looking at how other cities manage their goal setting. Councilmember Redmon stated goals were often set, but not revisited. She would prefer education and feedback from staff on implementation of the Council's goals. Councilmember Ray indicated the Council goals are fairly general and broad, and would like more specific details on how the goals will be reached. Council President Sanders stated staff includes "Strategic Plan References" with their agenda reports, and cautioned against adding more to staff workloads.

Mr. Schuller supported the proposal, and commented on how past development and accomplishments of the City's Strategic Plan could affect future Council goals. Councilmember Redmon clarified refining Council goals and holding themselves accountable should be the focus, rather than the Strategic Plan. Councilmember Merrill stated the Council goals should be in alignment with the Strategic Plan, but the format and direction of determining goals would be the focus of the initial discussions. Mayor Kartak would like to include any initiatives in the City's 2021-2022 budget deliberations; therefore, Council priorities should be received by May.

After further discussion, the Council concluded Council President Sanders, Councilmember

**AGENDA ITEM 3.**

Merrill and Councilmember Dana will meet to initiate setting a framework for Council goal-setting.

Councilmember Redmon would like to revisit a land acknowledgement. Council agreed, and staff will return with a discussion topic at a future Council meeting.

**9. COUNCILMEMBER COMMENTS/LIAISON REPORTS:**

Councilmember Redmon attended the Regional Apprenticeship Pathways Program in Marysville, and supports their programs for students in the Snohomish School District.

Councilmember Ray stated she will attend the Public Safety Commission as liaison on January 14.

**10. COUNCIL PRESIDENT'S ITEMS/REPORTS:** President Sanders thanked the Council for selecting him as Council President. He attended a meeting with the Snohomish County Community Cabinet to brainstorm ideas to present to Dave Somers; topics discussed included homelessness, addiction, mental health and community outreach. He also attended a Government class with Councilmember Redmon at AIM High School with Thom Engel.

**11. CITY ADMINISTRATOR'S COMMENTS:** Mr. Schuller thanked Councilmembers Kuleta and Ray for their attendance at a briefing for new Councilmembers, and presented the agenda planner.

**12. MAYOR COMMENTS:** Mayor Kartak acknowledged those in the community who have lost loved ones, and mentioned the recent passing of Vick Hess, a dear friend of his.

**13. ADJOURNMENT:**

**MOTION** by Sanders, second by Ray, to **ADJOURN** the regular City Council Meeting at 7:28 p.m. The motion passed unanimously (7-0).

APPROVED this 21<sup>st</sup> day of January 2020.

CITY OF SNOHOMISH

ATTEST:

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John T. Kartak, Mayor

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Pat Adams, City Clerk

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**ACTION ITEM 6a.**

**Date:** January 21, 2020

**To:** City Council

**From:** Glen Pickus, AICP, Planning Director

**Subject: Planning Commission 2019 Annual Report to the City Council and Proposed 2020 Planning Commission Work Program**

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**SUMMARY:** Snohomish Municipal Code 2.16.060 requires the Planning Commission provide an annual report to the City Council on its activities of the past year. The Planning Commission has approved an annual report for its 2019 activities and a work program for 2020. Both documents require City Council review and approval.

**BACKGROUND:** At its December 4, 2019 meeting, the Planning Commission discussed and approved an annual report of its 2019 activities (Attachment A) in order to comply with SMC 2.16.060. The code does not provide specific guidance as to what information the report should contain other than the Commission is to report “on its activities.” For the report, the Planning Commission chose to highlight activities, which required a Commission vote.

At the same meeting, the Planning Commission discussed and adopted a work program for 2020.

During the joint City Council-Planning Commission workshop held earlier, the Council reviewed and discussed the Annual Report and Work Program.

**ANALYSIS:** SMC 2.16.060 does not require the City Council to take any action upon receiving the Planning Commission’s annual report. However, to document the fact the Council received and approved the report, a motion accepting the 2019 Planning Commission Annual Report would be appropriate.

The SMC does not address a Planning Commission work program at all. However, given the relationship of the Planning Commission to the City Council as an advisory body, the City Council has the authority to set the Planning Commission’s work program. While perfectly acceptable for the work program to be developed first by staff, and then refined by the Planning Commission, ultimately the City Council should pass a motion approving the 2020 Planning Commission Work Program indicating their agreement with the issues the Planning Commission should address during the year.

**BUDGETARY IMPACTS:** None

**STRATEGIC PLAN REFERENCE:** Not applicable

**COMPREHENSIVE PLAN REFERENCE(S):** Not applicable

**RECOMMENDATION:** That the City Council **ACCEPT** the Planning Commission 2019 Annual Report to the City Council; and **APPROVE** the 2020 Planning Commission Work Program.

**ACTION ITEM 6a.**

**ATTACHMENTS:**

- A. Planning Commission 2019 Annual Report to the City Council
- B. 2020 Planning Commission Work Program
- C. Work Program Project Descriptions

**REFERENCE:** [SMC 2.16.060](#)

## ATTACHMENT A

### PLANNING COMMISSION 2019 ANNUAL REPORT TO CITY COUNCIL

The City of Snohomish Planning Commission held ten meetings in 2019: nine regular meetings and one special meeting. They also met once with the City Council for a joint workshop. There were five public hearings held during the regular meetings.

The Planning Commission completed the following projects:

Wetland Regulations Update: This was the major accomplishment of the Commission in 2019. The topic was on the agenda for six meetings, culminating with a public hearing in August. The City Council adopted the Commission's recommendation in September.

Archaeological and Cultural Resources Protection Code: The Commission recommended adoption of a new chapter in Title 14 to establish regulations regarding the protection of archaeological and cultural resources. With adoption of the new chapter, City staff now has access to Washington State Department of Archaeology and Historical Protection's confidential database of cultural resource sites. It will also enable the City to consider adopting SEPA flexible thresholds, which would make the permit review process more efficient.

Implementation of the Parks, Open Space & Public Land Use Designation Code Amendments: In 2018, the Comprehensive Plan was amended to consolidate the Public Parks and Open Space land use designations into a single Parks, Open Space & Public designation. In 2019, the Planning Commission completed the process by recommending approval of code amendments to implement the new land use designation.

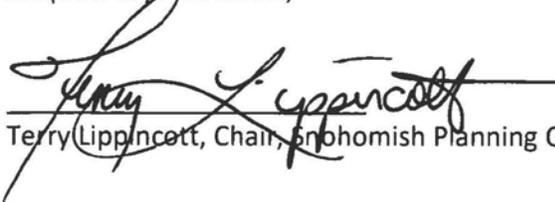
Implementation of the Amended Comprehensive Plan Policy AN 1.12 Code Amendment: In 2018, Comprehensive Plan policy AN 1.12 was completely revised to allow for the potential for properties located outside City limits, but within the Urban Growth Area, to connect to City utilities. To implement the revised policy, the Planning Commission recommended a code amendment to modify SMC 15.04.022.

Binding Site Plan Code Amendment: Snohomish Municipal Code has been missing a common land division process called Binding Site Plan, which allows for a simpler process for subdividing commercial and industrial property. After holding a public hearing, the Planning Commission recommended City Council approval of the creation of a new section in Title 14 to allow for the Binding Site Plan process.

During the year, the Planning Commission was briefed on and/or discussed the following issues in preparation for future projects:

- Vision for the redevelopment of the former Snohomish County Public Works site on Avenue D
- Relationship between the Comprehensive Plan and Title 14 – Land Use Development Code

Respectfully submitted,



Terry Lippincott, Chair, Snohomish Planning Commission

2020 Planning Commission Work Program

Project	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Mid-town Snohomish Subarea Plan/Revision of "Commercial" Regulations				pc								
Move and consolidate definitions (SMC 14.100) and fix private road definition <sup>+</sup>		pc	pc	pc	pc	PC						
Adopt SEPA categorical exemptions flexible thresholds <sup>+</sup>		pc	PC									
Comprehensive Plan Amendments: <ul style="list-style-type: none"> <li>• Create future land use map and review Land Use Element policies</li> <li>• Eliminate Mixed Use designation<sup>+</sup></li> <li>• Eliminate Urban Horticulture designation<sup>+</sup></li> </ul>						pc	pc	PC				
Update Chapter 14.270 SMC, Flood Hazard Areas								pc	PC			
Mini/Self Storage Regulations				pc	PC							
Codify vacation rental code interpretation <sup>+</sup>						pc	PC					
BP minimum lot size code amendment (SMC 14.205.055 and 14.210.230) <sup>+</sup>							pc	PC				
Variance code amendment to not allow FAR variances										pc	PC	
2020 Planning Commission Annual Report												pc
2021 Planning Commission Work Program												pc
Election of officers for 2021												pc
NE Sewer Area code amendment related to plats (SMC 15.04, 14.215.020 and 14.215.120) <sup>+</sup>												
Change of use for parking code amendment (SMC 14.235.010) <sup>+</sup>												
Update concurrency code (SMC 14.295.070, .100; 14.20.090; 14.212.160) <sup>+</sup>												
Clarify rules about tree retention (consolidate SMC 14.240.030(D)(2)(a) and (D)(3) <sup>+</sup>												
Fix fence in rear yard height omission (SMC 14.240.060D) <sup>+</sup>												
Building Height code amendments (SMC 14.210.170, SMC 14.210.215.J.5 and K.2 and SMC 14.210.250) <sup>+</sup>												
Amend parking regulations to differentiate between fast-food restaurants and sit-down restaurants (SMC 14.235.200)												

pc = Planning Commission discussion

PC = Planning Commission public hearing

\* Less complex project

<sup>+</sup> Carry over from 2019 Work Program

## ATTACHMENT C

### 2020 Work Program Description

- **Mid-Town Snohomish subarea plan/revision of commercial development regulations:** The planning process for the former Snohomish County Public Works Facility site at 1201 Bonneville Avenue and the surrounding area will start up in 2020 with the Planning Commission playing a key role. While staff anticipates much of the work in 2020 to be public outreach, the Planning Commission will be kept up to date on all efforts regarding this project.
- **Move and consolidate Title 14 definitions:** While there is a Chapter in Title 14 called “Definitions” other Chapters in Title 14 have their own sections called “Definitions,” increasing the likelihood that a meaningful definition could be missed or there could be contradictory definitions within Title 14. This project will bring all of the Land Use Development Code definitions into a single chapter to ensure there are no contradictory definitions and to make the code easier to administer by having all of the definitions in one place. This will also be an opportunity to review and improve definitions as needed.
- **Adopt SEPA categorical exemptions flexible thresholds:** SEPA rules provide for categorical exemptions for minor new construction. Some construction activity is deemed to be minor if certain thresholds are not exceeded, and if that is the case, the project is considered to be “categorically exempt” from SEPA review. The thresholds include number of dwelling units, floor area of buildings, number of parking stalls, and cubic yards of material moved during grading. The rules set minimum thresholds but allows cities to raise the exempt level threshold up to a maximum, at the City’s option. Currently, the City has not taken advantage of raising the exempt threshold level. Raising the level would mean fewer projects would be subject to SEPA and the City’s permitting process would become more efficient. The Planning Commission started this work in 2017, but that effort was put on hold pending City adoption of a cultural resources protection code and the update of the critical area regulations, which must be completed prior the state allowing the City to adopt flexible thresholds. Since those updates are planned to occur in 2019, adoption of the flexible thresholds can also take place in 2019.
- **Comprehensive Plan amendments:**
  - Re-establish correct relationship between Comprehensive Plan and Land Use Development Code by reviewing Land Use Element policies, making the current Land Use Designation Map a zoning map, and creating a new Future Land Use Map.
  - Eliminate the Mixed Use and the Urban Horticulture land use designations.
- **Update Chapter 14.270 SMC, Flood Hazard Areas:** The Federal Emergency Management Agency (FEMA) will soon (in the first half of 2020) make a final determination regarding the current preliminary Flood Insurance Study (FIS) and accompanying Flood Insurance Rate Map (FIRM), whereupon they will become effective. In order to maintain participation in the National Flood Insurance Program (NFIP) and allow citizens within the community to obtain flood insurance and certain types of federal disaster aid, the City must adopt an updated floodplain ordinance that meets current state and NFIP standards and includes the new FIS and FIRM as the basis for establishing areas of special flood hazard within six months of the that final determination.
- **Mini/self-storage regulations:** Currently, mini/self-storage facilities are an allowed use in Multi-Family Residential, Commercial, Business Park, Industrial, Airport Industry and Mixed Use zones. While these facilities provide a service many community members desire, from a municipal and land use point-of-view they can be seen as detrimental as they do not generate much tax revenue, nor do they contribute to a vital urban landscape. The Planning Commission will investigate whether to

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limit or prohibit new mini/self-storage facilities. The discussion could also include reviewing similar land uses potentially detrimental to City finances and urban landscape.

- **Revise code regarding minimum lot size in Business Park designation:** The current code requires a 5-acre minimum lot size in the Business Park land use designation, with some exceptions. The Planning Commission will consider amendments to lower or eliminate the 5-acre minimum and to clarify other aspects regarding lot size.
- **Vacation rental code interpretation:** Snohomish Municipal Code does not address Airbnb and similar land uses. In February 2017, the Planning Director issued a code interpretation in response to a question about whether the SMC regulates Airbnbs. That code interpretation filled gaps in the Development Code's definitions by defining, among other things, "vacation rental" and "short-term rental," and determining Airbnbs and similar uses are short-term rentals not regulated by the SMC. The Planning Commission will investigate whether the code interpretation should be codified, or if it would be better to adopt land use regulations for vacation rentals.
- **NE Sewer Area and preliminary plat criteria code amendment:** SMC 15.04.070 NE Sewer Area does not address subdivision requirements for plats located in the Northeast Sewer Area. The proposed code amendment will fill in this gap and also amend SMC 14.215.020 and SMC 14.215.120 to include a reference to this in the preliminary plat approval criteria.
- **Change of use parking code amendment:** Currently, the SMC requires additional parking if an already developed property has a change of use that generates more demand for parking. This requirement can be difficult to meet and may unnecessarily stifle economic development. The Planning Commission will consider whether a code amendment modifying this requirement would be useful.
- **Update concurrency code:** Concurrency is the state requirement that the City, during development review, ensures that new development will not cause any part of the street system to fall below the adopted level of service standard. The existing City concurrency code is overly complex and places authority with the Planning Director, when it would be more appropriately placed with the City Engineer.
- **Tree retention clarification code amendment:** Tree retention requirements are addressed in more than one section of Title 14, and in some instances appear to be inconsistent with each other, and in other instances are unclear and difficult to administer. This project will consolidate all references to tree retention into a single section to ensure there are no contradictions, and the requirements are easier to administer.
- **Fix rear yard fence height omission:** In 2017, the Planning Commission adopted an ordinance revising the regulations related to fences and retaining walls. SMC 14.240.060(D) establishes maximum heights for fences in Single-Family, Parks, and Open Space land use designation areas in the front and side yard setback areas, but does not provide for maximum fence heights in the rear yard setback area.
- **Measuring building height code amendment:** The Planning Commission will consider the current rules for measuring building height, and determine if it is adequate or whether it should be modified.
- **Parking Regulations for fast food and sit-down restaurants:** Currently, SMC 14.235.200, which is the table providing parking requirements for retail land uses, has a single line for "eating and drinking establishments." There is a need to differentiate between the parking requirements for fast-food/drive-through establishments and sit-down restaurants.

**ACTION ITEM 6b.**

**Date:** January 21, 2020

**To:** City Council

**From:** Grant Weed, City Attorney  
Steve Schuller, City Administrator and Utility General Manager

**Subject: Snohomish Boys & Girls Club – New Land Lease Agreement**

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**SUMMARY:** Tonight's action item is for the City Council to approve a new lease agreement with the Boys & Girls Clubs of Snohomish County (B&GC). The topic was discussed in detail at the October 1, 2019 City Council meeting.

**BACKGROUND:** The staff report from the October 1 meeting is included as Attachment A, with a link to the entire staff report, including attachments, in the reference section below. A link to the minutes from the meeting is also provided, documenting the City Council motion which passed unanimously (7-0), authorizing preparation and negotiation of amendments to the lease. During citizen comments, ten spoke in support of the amendment allowing the addition of a new Teen Room, and none spoke in opposition.

**Park Board:** On October 9, 2019, the Park and Recreation Board voted unanimously (5-0) to recommend the City Council move forward with negotiations for a Teen Room addition to the existing B&GC building. The Board then voted unanimously (5-0) to recommend the original plan as proposed at the October 1 Council meeting. The Board also recommended there be consideration given to the construction of future public restrooms at Averill Field, which will not be a part of the Teen Room construction project. City staff will continue to work with the Park Board in 2020 on a master plan for the Averill Field block, in which future public restrooms will be considered.

**New Lease:** Because the original lease was prepared in 2003, there existed provisions requiring clarification and revision. It was determined the new lease agreement offered the best process for moving forward. While many of the original provisions are still contained within the new lease, there are several revisions staff believes will add clarity and certainty to the lease.

The proposed agreement is provided as Attachment B below, and is divided into three sections: Recitals, Construction, and Lease Occupancy.

The proposed agreement has been reviewed and approved by the executive staff at B&GC. If the City Council authorizes the Mayor to execute the new lease agreement, the agreement will be scheduled for approval at the B&GC's Board meeting on February 12, 2020.

**ANALYSIS:** The City Attorney will review the lease at tonight's meeting. Below are a few of the key provisions:

1. **Old Lease Terminated:** The lease dated September 12, 2003 is hereby terminated and of no further force or effect, and the new lease is hereby substituted in its place.
2. **Boundary Line Adjustment:** Approval and recording of a Boundary Line Adjustment creating a new lot composed of portions of tax parcels 280618-004-022-00 and 004757-001-000-00. Dimensions of the new lot shall be determined by Landlord, in Landlord's

**ACTION ITEM 6b.**

sole discretion, provided that Landlord's determination about the lot dimensions shall take into account Tenant's needs for its new structure. Tenant shall pay all costs and expenses of the Boundary Line Adjustment, including survey expenses and recording fees. City agrees to waive the City's Boundary Line Adjustment fee.

3. **Construction of New Additions:** The construction of the additions must be completed by December 31, 2021, or the description of the Premises shall revert to the portion of Snohomish County tax parcel where the existing Boys and Girls Club Building completed in 2003 is located.
4. **Parking Signage:** Tenant shall have the nonexclusive use, jointly with the public, of the developed parking areas adjacent to the Premises (hereinafter "parking areas"), subject to any rules imposed by the City. Up to forty (40) regular parking spaces plus four (4) disabled parking spaces within the parking areas may be designated and, subject to the City's reasonable approval, may be signed by Tenant for the exclusive use of Tenant daily between the hours of 6:00 a.m. and 7:00 p.m., excluding any holidays when the facility is closed.

The New Agreement provides more detail on the number of spaces and hours of use of parking that may be signed by Tenant for exclusive use.

5. **Term:** The term of this lease shall run from the date hereof until midnight on December 31, 2040. The previous lease's term ran until 2038. The Tenant shall have the option of renewing this lease for a 15-year period, which was the same situation in the 2003 lease. If the addition is not constructed by December 31, 2021, then the description of the premises shall revert to the original parcel where the building was completed in 2003, and all other terms of the new lease shall continue in full force and effect.
6. **Rental Fee:** In consideration of, and in exchange for the contribution of Tenant's programs and the maintenance of the buildings, the rental amount shall be \$1.00 to be paid in advance for the entire initial term of this lease.
7. **Utilities:** The Tenant shall pay for all utilities, including, but not limited to, power, heat, gas, telephone, internet and cable, but excluding City-operated utilities. In consideration for the public benefit provided by Tenant to the City of Snohomish and its citizens, the City shall provide all City-operated utilities including water, sanitary sewer, storm water, solid waste disposal and recycling at no cost to Tenant.

The cost for the City-operated utilities in 2019 was approximately \$14,000 per year. The City pays these costs from our General Fund. The City has been paying the City-operated utilities since the 2003 lease agreement went into effect, and proposes to continue doing so in the new agreement.

8. **Maintenance:** All operating costs and costs of maintenance, repair and replacement of interior fixtures and equipment shall be borne by the Tenant, at Tenant's sole expense, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems, electrical and plumbing systems and fixtures, interior walls, ceilings, floors and interior fixtures, and the replacement of any glass and windows and doors as may become cracked or broken. Landlord shall be responsible for maintenance and repair of the foundation, exterior walls, roof and structural components of the building. The Landlord's Parks Maintenance Department shall maintain the

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grounds and parking areas. However, the Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.

The new lease agreement refines the language to identify the Tenant (the Boys and Girls Club) as responsible for maintenance of the “interior”, while the Landlord (the City) is responsible for the structure including foundation, exterior walls and roof.

**STRATEGIC PLAN REFERENCE:** Initiative #1: Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces; and Initiative #8: Invest in Snohomish’s civic facilities.

**RECOMMENDATION:** That the City Council **AUTHORIZE** the Mayor to execute the new lease agreement with the Boys and Girls Club of Snohomish County

**ATTACHMENTS:**

- A. Staff Report from the October 1, 2019 Council meeting (without attachments)
- B. New Lease Agreement
- C. Existing Lease Agreement, dated September 12, 2003
- D. Preliminary Site Plan

**REFERENCES:**

- A. City Council agenda from October 1, 2019. Staff report for the Lease Amendment with the Snohomish Boys and Girls Club starts on page 11:  
<https://www.snohomishwa.gov/AgendaCenter/ViewFile/Agenda/10012019-922>
- B. City Council minutes from October 1, 2019. Action item to authorize negotiation of lease amendments with the Snohomish Boys and Girls Club starts of page 2:  
<https://www.snohomishwa.gov/AgendaCenter/ViewFile/Minutes/10012019-922>

## ATTACHMENT A

**Date:** October 1, 2019

**To:** City Council

**From:** Steve Schuller, City Administrator and Utility General Manager  
Grant Weed, City Attorney

**Subject: Snohomish Boys & Girls Club - Proposed New Teen Room Addition  
Land Lease Amendment for City Council Consideration**

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**SUMMARY:** The Snohomish Boys & Girls Club (B&G Club) is proposing to construct an addition to the existing building for a new teen room. The B&G Club is located on the City-owned block called Averill Field (Second Street and Pine Avenue). As a first step, an amendment to the existing lease between the City (landowner) and the B&G Club must be approved by the City Council.

**INITIAL PUBLIC OUTREACH:** Given the long history of public benefit and previous strong interest by the community in the various uses at Averill Field, the City has made extra efforts to reach out and notify the public and the press regarding the proposal (Attachment A). Over the last month, the public has been invited to offer their input and/or to provide comments at tonight's Council meeting, before the Council deliberates and any final decision is made on the lease.

**BACKGROUND ON THE EXISTING AGREEMENT (2003):** In 2003, the City of Snohomish and the B&G Club entered into a public/private partnership. The City provides the land located on a portion of the Averill Field block, and the B&G Club manages and funds the facility and various programs serving the area's youth through the non-profit organization Boys & Girls Clubs of Snohomish County. The 2003 lease agreement is attached (Attachment B).

From the Boys & Girls Clubs of Snohomish County:

*"Who We Are: We have 22 Clubs and 15 extension sites providing programs that help over 22,000 youth achieve academic success, live healthy and active lifestyles, and develop good character and leadership skills. The Boys & Girls Clubs of Snohomish County is a non-profit organization providing young people ages 5-18 with a safe and positive place to spend their time before and after school and during the summer. Clubs are strategically located in neighborhoods and are accessible to all kids. Since 1946, the Boys & Girls Clubs of Snohomish County has been helping kids from tough neighborhoods stay out of trouble, stay in school and succeed in life."*

From the local Snohomish Boys & Girls Club (at 402 Second Street):

*The Snohomish Boys & Girls Club is proud to be a vibrant and active part of the Snohomish Community. If there is an activity in town, you can be sure the Snohomish Club will be there. We feel community service and giving back is a key way for our youth to build character and citizenship. We believe youth learn best through positive and ongoing relationships with supportive adult role models*

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*and mentors. Because of this, we pride ourselves in having the best staff and volunteers for before and after school programs! Because we know academic success is important, the whole club stops and does homework together EVERY DAY during the school year. Many of our staff are college students who model the importance of post-secondary education and graduating with a plan. Through our athletic programs, open gym, pick-up games on the front lawn, and conversations about healthy lifestyles, we are always conscience of the importance of health and fitness.”*

**PROPOSED TEEN ROOM ADDITION:** On September 18, the Everett Herald published an article by Marci Volmer, the chief operating officer for Boys & Girls Clubs of Snohomish County, regarding the local facility and the proposed teen center (Attachment C). The article summarizes the benefits and extensive support for the local facility, including:

**Attendance:** “In 2018, the Snohomish Club reached 1,976 members and boasts an average daily attendance of 472;”

**Broad Use:** “In addition to being a safe and positive place for kids, the Snohomish Boys & Girls Club is truly a community hub. On any given day, you may see adults using the gym for pickleball or basketball. You may see seniors using the space for tai chi. You may see a church group using the club for a mom-and-me play group. You may see a Campfire or Scouting group holding their meetings;” and

**Private Funding:** “We are also excited to ask the community to be involved in this opportunity by asking questions and continuing to be supportive. We are lucky to have an anonymous donor who has committed to matching all individual donations.”

Attached is the preliminary site plan showing the proposed new teen room and some of the existing structures and features on the southern half of the City-owned block (Attachment D).

The existing Snohomish B&G Club building is approximately 16,444 square feet (sf) and includes a gym as well as many rooms and equipment focused toward serving youth. The proposed addition for the new teen room is approximately 3,100 sf based on preliminary layout. As the City Council is aware, the previous Hal Moe Pool building (approximately 18,000 sf) was demolished in 2018, and the northern portion of the City-owned block is now open space (grass lawn).

**NEXT STEPS:** Tonight’s action is for the City Council to consider whether to authorize the preparation and negotiation of an amendment to the 2003 lease between the City and B&G Club to allow for an expansion of the area leased to include a teen center, subject to the following conditions:

1. Confirmation that the B&G Club is currently in full compliance with the current lease;
2. Receipt and approval of a Boundary Line Adjustment (BLA) to allow for the entire B&G Club (including the expansion) to be sited on one parcel;
3. Receipt of a new legal description of the property that will be the subject of the lease;
4. Issuance of all required permits for the expansion; and
5. Such other terms and conditions as are deemed necessary and appropriate to protect the City’s interests.

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In addition, staff proposes that the preliminary plan be sent to the Park and Recreation Board for their recommendations and feedback to the City Council. This may require a special meeting of the Board this fall in order to provide timely information to the Council.

If the Council authorizes the City to move forward, a final amendment to the 2003 lease will be brought back at a future Council meeting for Council's review and approval. If there are major changes from the preliminary plans or strong concerns expressed by a quorum of the Park Board members, the item will be placed as an action item in order to review these changes/concerns, and provide for additional public feedback. If there are no major changes or concerns, the item will be placed on the consent agenda.

**BUDGETARY IMPACTS:** Legal costs to prepare the amendment to the lease.

**STRATEGIC PLAN REFERENCE:** Initiative #1: Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces; and Initiative #8: Invest in Snohomish's civic facilities.

**RECOMMENDATION:** That the City Council **AUTHORIZE** preparation and negotiation of an amendment to the lease between the City and Boys & Girls Club dated September 12, 2003, to allow for an expansion of the area leased to include a teen center subject to the following conditions:

1. Confirmation that the B&G Club is currently in full compliance with the current lease;
2. Receipt and approval of a Boundary Line Adjustment to allow for the entire B&G Club (including the expansion) to be sited on one parcel;
3. Receipt of a new legal description of the property that will be the subject of the lease;
4. Issuance of all required permits for the expansion; and
5. Such other terms and conditions as are deemed necessary and appropriate to protect the City's interests."

**ATTACHMENTS:**

- A. City Newsflash from September 4, 2019 (Similar postings were provided on social media and to the press)
- B. Existing Lease Agreement, dated September 12, 2003
- C. Article in the Everett Herald by Marci Volmer, published on September 18, 2019
- D. Preliminary Site Plan

**ATTACHMENT B**

**LEASE AGREEMENT  
CITY OF SNOHOMISH – BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY**

The parties hereto are the CITY OF SNOHOMISH, a municipal corporation of the State of Washington ("Landlord" or "City"), and BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY, a Washington public benefit corporation ("Tenant").

**I. RECITALS**

WHEREAS, the Tenant is a charitable corporation whose corporate purpose is to foster and sponsor recreational, cultural, athletic and educational programs and activities for the use of the community's families and youth; and

WHEREAS, the City Council of the City of Snohomish has determined that the corporate purpose and activities sponsored by Tenant serve the public interest and the needs of the citizens of the City and provide public benefit to the City of Snohomish and its citizens; and

WHEREAS, Landlord and Tenant entered into a lease agreement dated September 12, 2003, for the portion of Snohomish County tax parcel 280725-002-022-00 where the BOYS' AND GIRLS' Club building is located; and

WHEREAS, Tenant desires to expand the lease area by either constructing an addition to the existing building or a detached building to provide a teen activities area; and

WHEREAS, the parties desire to terminate the existing lease and enter into a new lease providing for the expansion of the lease area and revising certain provisions of the current lease;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

**II. CONSTRUCTION**

1. CONSTRUCTION OF ADDITION OR NEW DETACHED BUILDING:  
Tenant's right to construct the new building or the addition to the existing building is subject to the following conditions:

- (a) Approval and recording of a Boundary Line Adjustment creating a new lot composed of portions of tax parcels 280618-004-022-00 and 004757-001-000-00. Dimensions of the new lot shall be determined by Landlord, in Landlord's sole discretion, provided that Landlord's determination about the lot dimensions shall take into account Tenant's needs for its new structure. Tenant shall pay all costs and expenses of the Boundary Line

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Adjustment, including survey expenses and recording fees. City agrees to waive the City's Boundary Line Adjustment fee.

- (b) Lessee will bear all expenses of designing, planning and constructing the building. Upon completion, the new building will become the property of Landlord and all construction and materials warranties will be vested in Landlord.
- (c) All plans for the new building shall be submitted to Landlord for approval prior to making application for permits, which plans shall comply with all applicable codes, statutes, rules and regulations. The exterior of the building will be consistent with the existing building and aesthetically pleasing and appropriate to the location.
- (d) Tenant's building and construction shall comply with all applicable statutes, regulations, rules and City Code. Tenant shall secure all required permits from applicable governmental authorities at Tenant's sole expense.
- (e) Tenant shall allow no liens to attach to the Premises as a result of construction or otherwise. Tenant shall not encumber the Premises without Landlord's prior approval. Tenant shall indemnify Landlord against all damages, claims and causes of action arising out of Tenant's construction activities, including costs of defense.
- (f) Tenant shall maintain construction insurance throughout its construction activities in which the Landlord shall be named an additional insured.
- (g) Construction will be performed by contractors who are licensed, bonded and insured and approved by Landlord. Prior to commencing construction, the general contractor will be approved by Landlord, provided Landlord's approval will not be unreasonably withheld.
- (h) During construction Tenant and its contractors shall take all necessary precautions to ensure the safe use by Tenant, Tenant's guests and invitees, and the public of the existing building, the adjacent skate board park, parking areas and other public areas. Construction fencing shall be erected around the construction zone as required to comply with this section at Tenant's sole expense.
- (i) Tenant shall not use or occupy the new building or addition until a certificate of occupancy has been issued by the City's building official.

2. **OTHER CONSTRUCTION.** The Tenant shall not commence any construction on the Premises other than as provided above without written consent of the Landlord. Consent of Landlord and the preparation of any lease arrangements and terms for any new construction will be at the sole discretion of the Landlord.

### III – LEASE OCCUPANCY

1. PRIOR LEASE TERMINATED: The lease of the portion of Snohomish County tax parcel 280725-002-022-00 dated September 12, 2003 for the location of the Boys' and Girls' Club building completed in 2003 is hereby terminated and of no further force or effect, and this Lease is hereby substituted in its place.

2. LEASE AND DESCRIPTION. Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Snohomish, County of Snohomish, State of Washington, legally described in Exhibit A, hereinafter referred to as the "Premises." Notwithstanding the above, in the event the construction of the addition to the existing building or a detached building as contemplated in Section II above has not been completed by December 31, 2021, the description of the Premises shall revert to the portion of Snohomish County tax parcel 280618-004-022-00 where the existing Boys' and Girls' Club Building completed in 2003 is located, in which case all other terms and conditions of this Lease shall continue in full force and effect.

In addition to the Premises, Tenant shall have the nonexclusive use, jointly with the public, of the developed parking areas adjacent to the Premises (hereinafter "parking areas"), subject to any rules imposed by the City. Up to forty (40) regular parking spaces plus four (4) disabled parking spaces within the parking areas may be designated and, subject to the City's reasonable approval, may be signed by Tenant for the exclusive use of Tenant daily between the hours of 6:00 a.m. and 7:00 p.m., excluding any holidays when the facility is closed. The Tenant shall ensure that all employees, officers, agents, contractors and clients park within the parking areas; provided, during the construction of the addition or detached structure described in Section II, construction workers may use additional spaces in the parking areas.

3. BUSINESS PURPOSE. The Premises are to be used primarily for the purpose of a community youth center and for such other and further purposes as are consistent with use of the facility as a family-oriented recreational cultural center. Other uses may be permitted on a space available basis based on the priority list below:

- (a) Snohomish School District service area youth groups or programs, i.e., 4-H, YMCA, Scouts, Little League, Youth Soccer, Special Olympics, Camp Fire Organization.
- (b) Area youth groups or programs (those in the wider community).
- (c) Snohomish adult/family nonprofit groups or programs, i.e. places of worship, civic groups, nonprofit fundraisers, etc.
- (d) For-profit groups or programs.

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4. **USE.** The Tenant shall conduct and carry on only the business for which the Premises are leased. The Tenant shall at all times keep and use the Premises in accordance with the laws of the State of Washington and ordinances of the City of Snohomish and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.

The Tenant has priority use of the facility and agrees to permit access to the Premises for purposes and uses that are consistent with the intended use of the Premises as stated herein. Although the Tenant shall provide a full program of youth and family-oriented activities, the Tenant shall set aside the time between 9:00 a.m. and 2:00 p.m. while school is in session and after 7:00 p.m. during school summer vacation for such other purposes and uses. Further, the Tenant shall make every effort to accommodate any compatible use at any time.

The Tenant shall be responsible for scheduling such other uses. The Tenant shall be responsible for ensuring that any use of the Premises is consistent with the intended purposes and uses of the Premises as stated herein and that such other users are properly insured. Tenant may charge a reasonable rent to another user to offset the costs of janitorial service and utilities for such use. Rents collected in excess of those necessary to offset janitorial and utility costs shall be forwarded to the Tenant.

At Landlord's request, the Tenant shall submit an annual report to the Landlord of the schedule of programming by the Tenant and of the schedule of other uses. The Landlord shall assume the responsibility for the scheduling of the use of the Premises if the Tenant fails to provide adequate access of the Premises to other potential uses.

Failure to provide adequate youth programming, to provide adequate access to other compatible users or to meet any of the use requirements stated herein constitutes a default of this lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days after the date of the notification. Failure to correct such conditions shall constitute grounds for termination of this lease.

5. **TERM.** The term of this lease shall run from the date hereof until midnight on December 31, 2040. The Tenant shall have the option of renewing this lease for a 15-year period. Such renewal is conditioned upon the approval of the Landlord based on the Tenant's full adherence to all terms of this lease. Tenant shall give Landlord not less than one year's written notice of its intent to renew this lease agreement.

6. **RENTAL FEE.** In consideration of and in exchange for the contribution of Tenant's programs, services, and the maintenance and operation of the buildings located on the Premises, the rental amount shall be ONE DOLLAR (\$1.00) to be paid in advance for the entire initial term of this lease.

7. UTILITIES. The Tenant shall pay for all utilities, including, but not limited to, power, heat, gas, telephone, internet and cable, but excluding City-operated utilities. In consideration for the public benefit provided by Tenant to the City of Snohomish and its citizens, the City shall provide all City-operated utilities including water, sanitary sewer, storm water, solid waste disposal and recycling at no cost to Tenant.

8. ACCESS. The Tenant will allow the Landlord or the Landlord's agents free access to the Premises at all reasonable times during normal business hours and upon at least twenty-four (24) hours' notice for the purpose of inspection. Nothing herein shall be construed as in any way limiting the authority of the Landlord's building official under existing law.

9. CARE OF PREMISES AND MAINTENANCE.

- (a) Tenant shall at all times keep the Premises neat, clean and, in a sanitary condition and shall at all times preserve said Premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty, at Tenant's sole expense.
- (b) Tenant will commit or permit no waste, damage or injury to the Premises. This includes, but is not limited to keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged and the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said Premises. All such maintenance and repairs shall be at the sole expense of the Tenant.
- (c) All operating costs and costs of maintenance, repair and replacement of interior fixtures and equipment shall be borne by the Tenant, at Tenant's sole expense, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems, electrical and plumbing systems and fixtures, interior walls, ceilings, floors and interior fixtures, and the replacement of any glass and windows and doors as may become cracked or broken.
- (d) Landlord shall be responsible for maintenance and repair of the foundation, exterior walls, roof and structural components of the building. The Landlord's Parks Maintenance Department shall maintain the grounds and parking areas. However, the Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.
- (e) To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in-kind services for purposes of this section.

10. STORAGE OF MATERIALS, SUPPLIES, ETC. The Tenant covenants not to store or deposit materials, supplies or other objects on the exterior of the leased Premises without the permission of the Landlord and then only by the erection of a sight-obscuring fence or hedge

which is acceptable to the Landlord. Failure of Tenant to fully carry out this agreement shall be a breach of covenant of this lease.

11. HAZARDOUS WASTES. The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the Premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. Tenant shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

12. VACATING THE PREMISES. Tenant agrees that at the expiration or sooner termination of this lease the Tenant will quit and surrender the Premises without notice and in a neat and clean condition and will deliver to the Landlord all keys to the Premises. At the expiration or termination of this lease the Landlord will work in good faith with the Tenant to secure a location at which programs for youth can be provided.

13. INDEMNITY. All personal property on the Premises or in the parking areas shall be at the risk of Tenant. Except to the extent of Landlord's responsibilities under paragraph 9(d), Landlord shall not be liable for any damage, either to person or property, sustained by Tenant or others, caused by any defects now in the Premises or hereafter occurring therein, or due to the condition of any buildings now existing or hereafter erected on the Premises or as additions to any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of Tenant, or Tenants contractors, agents, officers, employees, guests or invitees, or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about the Premises. Tenant covenants to protect, save and indemnify Landlord, its officers, elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant or Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the Premises or parking areas or the use thereof or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives. Landlord covenants to protect, save and indemnify Tenant, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

14. LIABILITY INSURANCE. Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit. Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice. Tenant shall provide Landlord with a copy of any termination notice received from its insurer when three (3) business days after receipt.

15. FIRE INSURANCE. The Tenant shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the Premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value as mutually agreed upon by Tenant and Landlord. The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term hereof. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. Tenant shall provide Landlord with a copy of any termination notice received from its insurer when three (3) business days after receipt.

16. INSURANCE PROCEEDS IN EVENT OF LOSS.

- (a) Notice to Landlord. The Tenant shall give Landlord written notice of loss to the Premises within five (5) calendar days of such loss.
- (b) Total Destruction. If the Premises are totally destroyed by fire, earthquake or other casualty during the term of this lease, and if the Tenant desires to rebuild, Tenant shall give written notice to Landlord of the intent to rebuild within sixty (60) days after such destruction, in which event the proceeds of insurance shall be used for the purpose of rebuilding such building. If Tenant elects to rebuild as above provided, Tenant shall prosecute the work of such rebuilding or repairing without delay. If Tenant fails to give notice of intention to rebuild within the time specified, the Landlord and Tenant shall each have the right to declare this lease terminated by written notice served upon the other party by mail as in this lease provided. In the event of total destruction without rebuilding, insurance proceeds shall be applied first to the cleanup of the Premises

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including, but not limited to, removal of the foundation and all debris from the destroyed building and grading of the Premises to the satisfaction of Landlord, and the balance of funds shall be payable to the Tenant.

- (c) Partial Destruction. In case of partial destruction, the proceeds shall be used for repairing the damage.

17. LIENS AND INSOLVENCY. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

18. ASSIGNMENT AND SUBLETTING. This lease may not be assigned or sublet because the lease calls for Tenant to rent the Premises at less than fair market value. Notwithstanding the above, this lease may be assigned to an assignee such as a bank for security for money loaned or advanced to the Tenant for construction on the Premises or other business purposes of the Tenant subject to advance approval of Landlord. No such assignment for security purposes shall have priority over the interest of the Landlord.

19. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY  
8223 BROADWAY  
EVERETT, WA, 98203

CITY OF SNOHOMISH  
116 Union Avenue  
Snohomish, WA 98290

All notices shall be deemed given on the day such notice is personally served or on the third day following the day such notice is mailed in accordance with this paragraph

20. GOVERNMENTAL FEES AND TAXES. Except for those which may be approved by Resolution of the City Council of the City of Snohomish, all fees due under applicable law to the City, County or State on account of any inspection made on the Premises by any officer thereof, and all applicable taxes arising out of this lease, the occupancy or use of the Premises by Tenant or any personal property located on the Premises shall be paid by Tenant.

21. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the Premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building to meet standards of Boys' and Girls' Clubs or America. In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of seven (7) calendar days will constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said Premises in the manner provided by law. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense. In respect to signs Tenant shall conform to all requirements of the City of Snohomish Sign Code and Building Code, and pay applicable fees.

22. ALTERATIONS. The Tenant shall not make any material alterations, additions or improvements to the Premises without written consent of the Landlord. All alterations, additions and improvements that are made shall be at the sole cost and expense of the Tenant. All such alterations, additions and improvements, except those not attached to the building, shall become the property of the Landlord, and shall remain in and be surrendered with the Premises as part thereof at the termination of this lease, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws, ordinances, rules, and regulations of the pertinent and authorized public authorities. The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building.

23. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if any Tenant obligation provided herein shall remain unperformed, or if the Tenant shall violate or default in any of the covenants and agreements herein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said Premises.

24. COSTS AND ATTORNEY'S FEES/VENUE. In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such proceeding, including attorneys' fees, costs, and expenses of any appeal of a judgment. For

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purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals. The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Snohomish County, Washington.

25. NON-WAIVER OF BREACH. The failure of either party to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

26. REMOVAL OF PROPERTY. In the event of default and failure to cure, or taking possession of the Premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

27. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

28. HOLD OVER. If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

29. NONDISCRIMINATION.

- (a) The Tenant, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof and as a covenant running with the land, does hereby covenant and agree that in the construction of improvements upon the Premises and the operation of Tenant's business and other activities, including the provision of services to its clients and the public, Tenant will comply with all applicable federal, state and local laws and regulations respecting equal opportunity in respect to the

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provision of services and employment, and will ensure that all of its contractors so comply.

- (b) Tenant covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the lease facilities and that Tenant shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendition of services. The Tenant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.
- (c) The Tenant further agrees that the Tenant shall design the improvements on the Premises and maintain and operate such facilities and services in compliance with all requirements of applicable federal, state and local laws and regulations respecting equal opportunity and nondiscrimination, including, but not limited to, the Americans with Disabilities Act.
- (d) The provisions of (a), (b) and (c) above shall not apply to any persons who have a documented criminal history of a crime against children or other persons, and Tenant shall not employ or allow on the premises any person known to Tenant to have a documented criminal history of a crime against children or other persons as defined in RCW 43.43.830.
- (e) In the event of breach of any of the covenants of this paragraph 29, the Landlord shall have the right to terminate this lease and to re-enter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SNOHOMISH, Landlord

BOYS' AND GIRLS' CLUBS OF  
SNOHOMISH COUNTY, Tenant

By \_\_\_\_\_  
JOHN T. KARTAK, Mayor

By \_\_\_\_\_  
BILL TSOUKALAS  
Executive Director





**EXHIBIT A  
LEGAL DESCRIPTION OF LEASE PREMISES**

**NEW LEGAL FROM BOUNDARY LINE ADJUSTMENT TO BE ATTACHED**

The new lease legal description will be the portion of Snohomish County Tax Parcel 280618-004-022-00 lying east of the parking lot and an area in the southwest portion of Tax Parcel 004757-001-000-00 lying east of the parking lot on which the addition or detached building will be located, together with required setbacks for the new addition or detached building.

The parties hereby authorize substitution of the new Boundary Line Adjustment legal description for this page upon recording of the Boundary Line Adjustment.

**ATTACHMENT C**  
**LEASE AGREEMENT**  
**FOR THE**  
**SNOHOMISH YOUTH ACTIVITIES BUILDING**

The parties hereto are the **CITY OF SNOHOMISH**, a municipal corporation of the State of Washington ("Landlord"), and **BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY**, a charitable corporation ("Tenant").

**RECITALS**

**WHEREAS**, the Snohomish Valley Activities Council ("SVAC") has constructed, or will construct, an activities building on land leased from the City of Snohomish; and

**WHEREAS**, upon the completion of constructions, SVAC's lease will terminate and the activities building will become the property of the Landlord; and

**WHEREAS**, the Tenant will contribute up to the sum of **\$400,000** toward the completion of the Activities Building; and

**WHEREAS**, the Tenant is a charitable corporation who corporate purpose is to foster and sponsor recreational, cultural, athletic and educational programs and activities for the use of the community's families and youth;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the mutual covenants hereinafter contained, the parties agree as follows:

**COVENANTS**

1. **LEASE AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Snohomish, County of Snohomish, State of Washington, according to the map thereof filed with the Landlord's Clerk, and being described in **Attachment A**, hereinafter the above described property is called "premises."

2. **BUILDING CONSTRUCTION ON PREMISES.** A structure called "The Activities Building," has been or will be constructed on the premises. The Tenant shall not commence any further construction on the premises without written consent of the Landlord.

3. **OCCUPANCY.** The Tenant shall not occupy or use any building hereafter erected on the premises until a certificate of occupancy thereof shall have been issued by the

Landlord's Building Official. Tenant shall use those portions of the building depicted on **Attachment B**.

4. **BUSINESS PURPOSE.** The premises are to be used primarily for the purpose of a community youth center for such other and further purposes as are consistent with use of the facility as a family-oriented recreational cultural center. Other uses may be permitted on a space available basis based on the priority list below:

- a. Snohomish School District service area youth groups or programs, i.e., 4-H, YMCA, Scouts, Little League, Youth Soccer, Special Olympics, Camp Fire Organization.
- b. Area youth groups or programs (those in the wider community).
- c. Snohomish adult/family non-profit groups or programs, i.e. churches, civic groups, non-profit fundraisers, etc.
- d. For profit groups or programs.

5. **USE.** A description of Tenant's initial program and schedule to serve as a community youth center is set forth in **Attachment C**. Throughout the term of this lease Tenant shall generally offer programs and services as a community youth center consistent with the intended program.

a. The Tenant shall conduct and carry on only the business for which said premises are leased. The Tenant shall at all times keep and use the premises in accordance with the laws of the State of Washington and ordinances of the City of Snohomish and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.

b. The Tenant has priority use of the facility and agrees to permit access to the premises for purposes and uses that are consistent with the intended use of the premises as stated herein. Though the Tenant shall provide a full program of youth and family-oriented activities, the Tenant shall set aside the time between 9 a.m. and 2 p.m. while school is in session and after 6 p.m. during school summer vacation for such other purposes and uses. Further, the Tenant shall make every effort to accommodate any compatible use at any time.

c. The Tenant shall be responsible for scheduling such other uses. The Tenant shall be responsible for ensuring that any use of the premises is consistent with the intended purposes and uses of the premises as stated herein and that such other users are property insured. Tenant may charge a reasonable rent to another user to offset the costs

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of janitorial service and utilities for such use. Rents collected in excess of those necessary to offset janitorial and utility costs shall remain with the Tenant.

d. The Tenant shall submit a annual report to the Landlord of the schedule of programming by the Tenant and of the schedule of other uses. The Landlord shall assume the responsibility for the scheduling of the use of the premises if the Tenant fails to provide adequate access of the premises to other potential uses.

e. Any future construction on the site is specifically excluded from this lease and the terms herein. The preparation of any lease arrangements and terms for any new construction of additions will be at the sole discretion of the Landlord.

f. Failure to provide adequate youth programming, to provide adequate access to other compatible users or to meet any of the use requirements stated herein constitutes a default of this lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days of the date of the Notification. Failure to correct such conditions constitute grounds for termination of this lease.

6. **TERM.** The term of this lease shall be for 35 years, commencing upon the issuance of a Certificate of Occupancy and ending at midnight 35 years thereafter. The Tenant shall have the option of renewing this lease for a 15 year period; such renewal conditional on the approval of the Landlord and based on the lessee's full adherence to the terms of this lease agreement. Tenants shall give Landlord not less than 1 year written notice of its intent to review said lease agreement.

7. **RENTAL FEE.** In consideration of and in exchange for a contribution of the programs, services and maintenance and operation of the Activities Building from the Tenant, the annual rental amount shall be \$1.00 to be paid in advance for the entire initial term of this lease.

8. **UTILITIES.** The Tenant shall pay for all utilities, such as power, heat, gas, telephone, and cable.

There is located adjacent to the premises a skate park and play area owned by Landlord, hereafter the "park". In exchange for park visitor use of telephones and restrooms during the normal operating hours of the Activities Building, the City shall provide all city operated utilities such as water, sanitary sewer, storm water, solid waste and recycling. The park visitor use of telephones and restrooms shall be under the same general rules for conduct defined by the Tenant. The Tenant shall have the right to refuse service for any park visitor that does not conform to Tenant's general rules of conduct or for any other violation of civil or criminal law

9. **ACCESS.** The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours notice to said premises

during normal business hours for the purpose of inspection. Nothing herein shall be construed as in any way limiting the authority of the Landlord's Building Official under existing law.

**10. CARE OF PREMISES.**

a. Tenant shall at all times keep the premises neat, clean and, in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.

b. All maintenance and operating costs shall be borne by the Tenant, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems and fixtures. The Landlord will be responsible for replacement or major repairs to these systems unless said replacement or repairs are necessitated by Tenant neglect.

c. Tenant will commit or permit no waste, damage or injury to the premises. This includes, but is not limited to: the replacement of any glass of all broken windows and doors of the building as may become cracked or broken; keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged; and, the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. All such maintenance and repairs shall be at the sole expense of the Tenant.

d. To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in kind services for purposes of this section.

e. Landlord agrees that the expense of maintaining the foundation, walls and roof of the premises will be the responsibility of Landlord.

**11. MAINTENANCE OF GROUNDS.** The Landlord's Parks Maintenance Department shall maintain the grounds and parking areas. However, the Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.

**12. STORAGE OF MATERIALS, SUPPLIES, ETC.** The Tenant covenants to not store or deposit materials, supplies or other objects on the exterior of the leased premises without the permission of the Landlord and then only by the erection of a sight-obscuring fence or hedge which is acceptable to the Landlord. Failure of Tenant to fully carry out this agreement shall be a breach of covenant of this lease.

**13. HAZARDOUS WASTES.** The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the premises and shall, at Tenant's sole expense, undertake to comply with all rules,

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regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. Tenant shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

14. **MOTOR VEHICLE PARKING ON PREMISES.** The Landlord shall provide parking on the leased premises in accordance with an agreed-upon plan for sufficient parking facilities for all motor vehicles in connection with Tenant's business. The Tenant shall at all times see that all such vehicles park within the leased premises.

15. **VACATING THE PREMISES.** Tenant agrees that at the expiration or sooner termination of this lease the Tenant will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the Landlord all keys to all buildings on the premises. At the expiration or termination of this lease the Landlord will work in good faith with the Tenant to secure a location at which programs for youth can be provided.

16. **INDEMNITY.** All personal property on said leased premises shall be at the risk of Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by Tenant or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of tenants or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about said buildings. Tenant covenants to protect, save and indemnify Landlord, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives. Landlord covenants to protect, save and indemnify Tenant, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

17. **LIABILITY INSURANCE.** Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such

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other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit. Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice.

18. **FIRE INSURANCE.** The Tenant shall, at all times, ~~and during construction;~~ carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value ~~as mutually agreed upon by Tenant and Landlord.~~ The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term hereof. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. **INSURANCE PROCEEDS IN EVENT OF LOSS.**

a. Total Destruction. If the premises are totally destroyed by fire, earthquake or other casualty during the term of this lease, and if the Tenant desires to rebuild, the proceeds of insurance shall be used for the purpose of rebuilding such building. The balance of funds shall be payable pro rata to the Landlord and Tenant based on the investment of the parties; the Tenant's portion subject further to being reduced proportionately to the remaining length of the lease. If either Landlord or Tenant elects to rebuild as above provided, such party shall prosecute the work of such rebuilding or repairing without delay. If both Landlord and Tenant fail to give notice of intention to build as aforesaid, within the times specified, both the Landlord and Tenant shall have the right to declare this lease terminated by written notice served upon the other party by mail as in this lease provided.

b. Partial Destruction. In case of partial destruction, the proceeds shall be used for repairing the damage.

c. Duties Regardless of Extent of Destruction. The Tenant shall give notice of loss immediately and of intention to rebuild within sixty (60) days of loss. Prior to termination of this lease whether by expiration of the term or by notice as in this paragraph, rent for the premises shall not abate as between the Landlord and Tenant in the

event of loss or destruction of any buildings placed on the premises.

20. **LIENS AND INSOLVENCY.** Tenant shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

21. **ASSIGNMENT AND SUBLETTING.** This lease may not be assigned or sublet because the lease calls for Tenant to rent the premises at less than fair market value. Notwithstanding the above, this lease may be assigned to an assignee such as a bank for security for money loaned or advanced to the Tenant for construction on the premises or other business purposes of the Tenant. No such assignment for security purposes shall have priority over the interest of the Landlord.

22. **NOTICE.** All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY  
4322 Rucker Avenue  
Everett, WA 98201

CITY OF SNOHOMISH  
116 Union Avenue  
Snohomish, WA 98290

23. **GOVERNMENTAL FEES.** Except for those which may be approved by Resolution of the City Council of the City of Snohomish, All fees due under applicable law to the City, County or State on account of any inspection made on leased premises by any officer thereof shall be paid by Tenant.

24. **SIGNS.** All signs and symbols placed in the windows or doors or elsewhere about the premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building to meet standards of Boys and Girls Clubs or America. In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of twenty-

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four (24) hours will constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said premises in the manner provided by law. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense. Tenant shall in respect to signs conform to all requests of the City of Snohomish Sign Code and Building Code, and pay applicable fees.

25. **ALTERATIONS.** The Tenant shall not make any material alterations, additions or improvements to the leased premises without written consent of the Landlord, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Tenant, and shall become the property of the Landlord, except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws ordinances, rules, and regulations of the pertinent and authorized public authorities. The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building.

26. **DEFAULT AND RE-ENTRY.** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements therein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said premises, but notwithstanding such re-entry by the landlord, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and the Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to.

The Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Landlord, together with leasehold tax. Notwithstanding anything contained herein to the contrary, Landlord shall provide Tenant with written notice of default and shall allow the Tenant a sixty (60) day period to cure (or, in case of impracticability, commence to cure) such default.

27. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this lease.

28. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict

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performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

29. **REMOVAL OF PROPERTY.** In the event of default and failure to cure, or taking possession of the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

30. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

31. **HOLD OVER.** If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

32. **NONDISCRIMINATION.**

a. The Tenant, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

b. The Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a

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covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or (2) that in the construction of any improvements in, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

c. That in the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this lease and to re-enter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued.

33. VENUE. The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the 12<sup>th</sup> day of September, 2003.

CITY OF SNOHOMISH, Landlord

BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY, Tenant

By Larry Bauman  
LARRY BAUMAN, CITY MANAGER

By Bill Tsoukalas  
BILL TSOUKALAS,  
EXECUTIVE DIRECTOR

Attest:

By Torchie Corey  
TORCHIE COREY, CITY CLERK

Approved as to form:

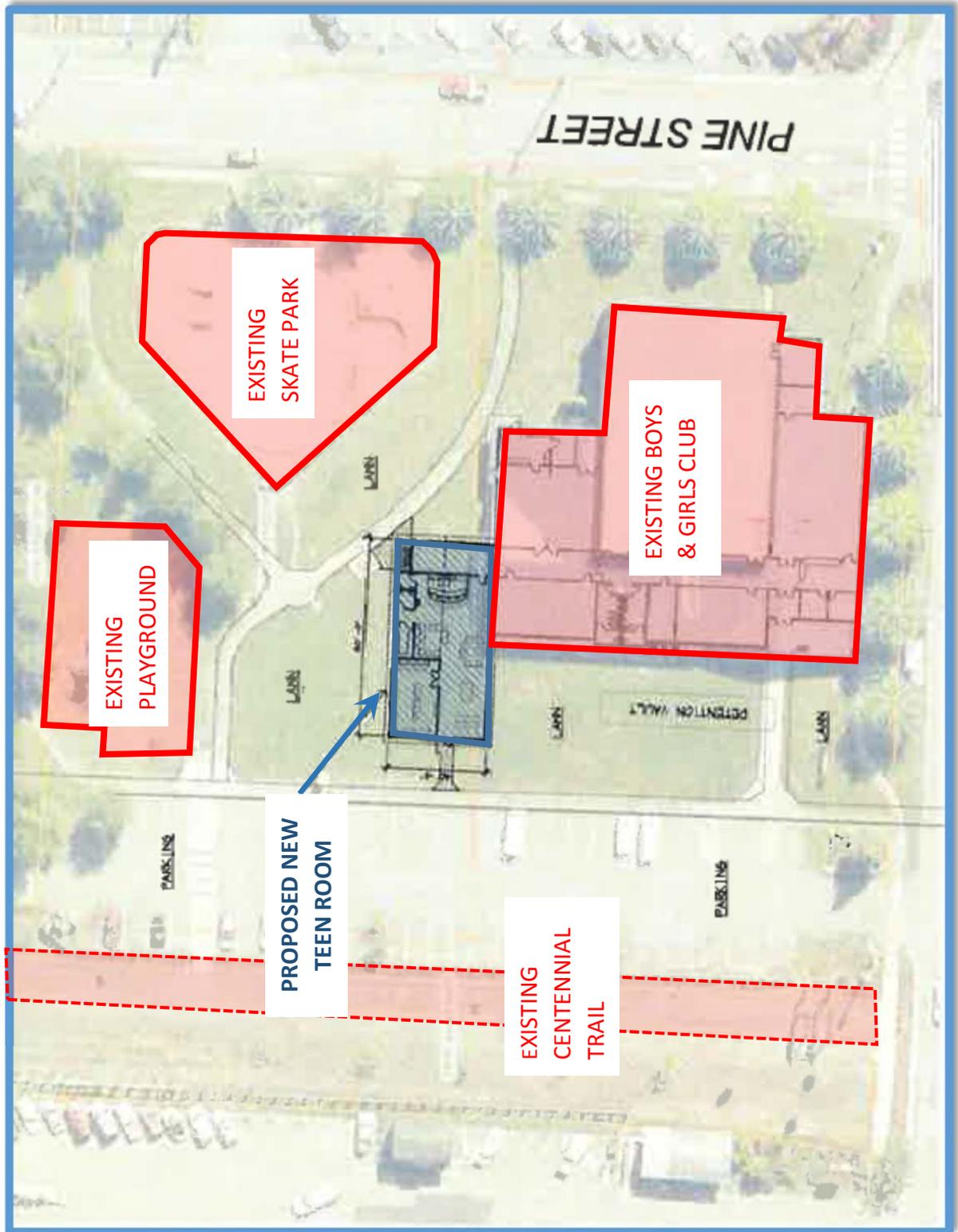
Approved as to form:

By Grant K. Weed  
GRANT K. WEED, CITY ATTORNEY

By Walter Hill  
BOYS' AND GIRLS' CLUBS  
ATTORNEY



**Snohomish Boys and Girls Club - Proposed Teen Room Addition**  
*Preliminary Site Plan (Subject to Change)*



**Second Street**

**Facing Southeast from Lincoln Avenue & Third Street**



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**DISCUSSION ITEM 7.**

**Date:** January 21, 2020

**To:** City Council

**From:** Steve Schuller, City Administrator and Utility General Manager  
Debbie Burton, Finance Director

**Subject: Review of City Priorities**

---

With the start of the New Year and a new City Council, a brief review of the City's priorities and top services will be conducted. As Council deliberates to pass a 2021/2022 budget by the end of this year, the presentation will also help begin the discussions for 2020. The presentation slides are provided below.

Fundamental messages for tonight's discussion:

1. The City provides five key services where the vast majority of the City's finances are expended:
  - Water Utilities (Wastewater, Drinking Water and Stormwater)
  - Law Enforcement
  - Transportation
  - Parks (& Events)
  - Planning & Building
2. The City of Snohomish (your local government) is doing an excellent job providing these services. We invite the community to come and see for yourself.
3. Our elected leaders (Mayor Kartak and the Council), our citizen volunteers serving on our various boards and commissions, and City staff are available. Contact us anytime.
4. Most of our non-utility revenue comes from sales tax. These revenues go up and down based on the economy, local land use decisions, and private investment. This can impact our ability to provide City services. A strong long-term plan can mitigate future impacts.
5. Public/private partnerships are key to a number of services provided to the community. Examples include the Snohomish Boys & Girls Club, Senior Center, Food Bank, Affordable Housing Projects, and the Aquatic Center.
6. The Midtown Planning District is a major focus for 2020. The majority of the District is located near Avenue D north of 7<sup>th</sup> Street, and is currently zoned for commercial use.
7. Based on preliminary projections, no additions to ongoing operation and maintenance costs can be funded in the 2021/2022 budget. Any new yearly expense should identify its particular source of revenue.

**STRATEGIC PLAN REFERENCE:** Applicable to all plan initiatives.

**RECOMMENDATION:** That the City Council **REVIEW** and **DISCUSS** the City's priorities and key services.

**ATTACHMENT:** Presentation Slides (27 Slides)



# Review of City Priorities

January 21, 2020

## Five Key City Services

*Steve Schuller, City Administrator and Utility General Manager*

Budgeted 2019/2020 Expenses

<b>1) Water Utilities</b>	\$18.1 M	} General Fund
<i>Wastewater, Drinking &amp; Storm</i>		
<b>2) Law Enforcement</b>	\$7.7 M	
<b>3) Transportation</b>	\$3.4 M	
<i>↑ 90%</i>		
<b>4) Parks (&amp; Events)</b>	\$1.6 M	
<b>5) Planning &amp; Building</b>	\$1.1 M	
<i>Private Investment/Land Use Policy</i>		

**DISCUSSION ITEM 7.**

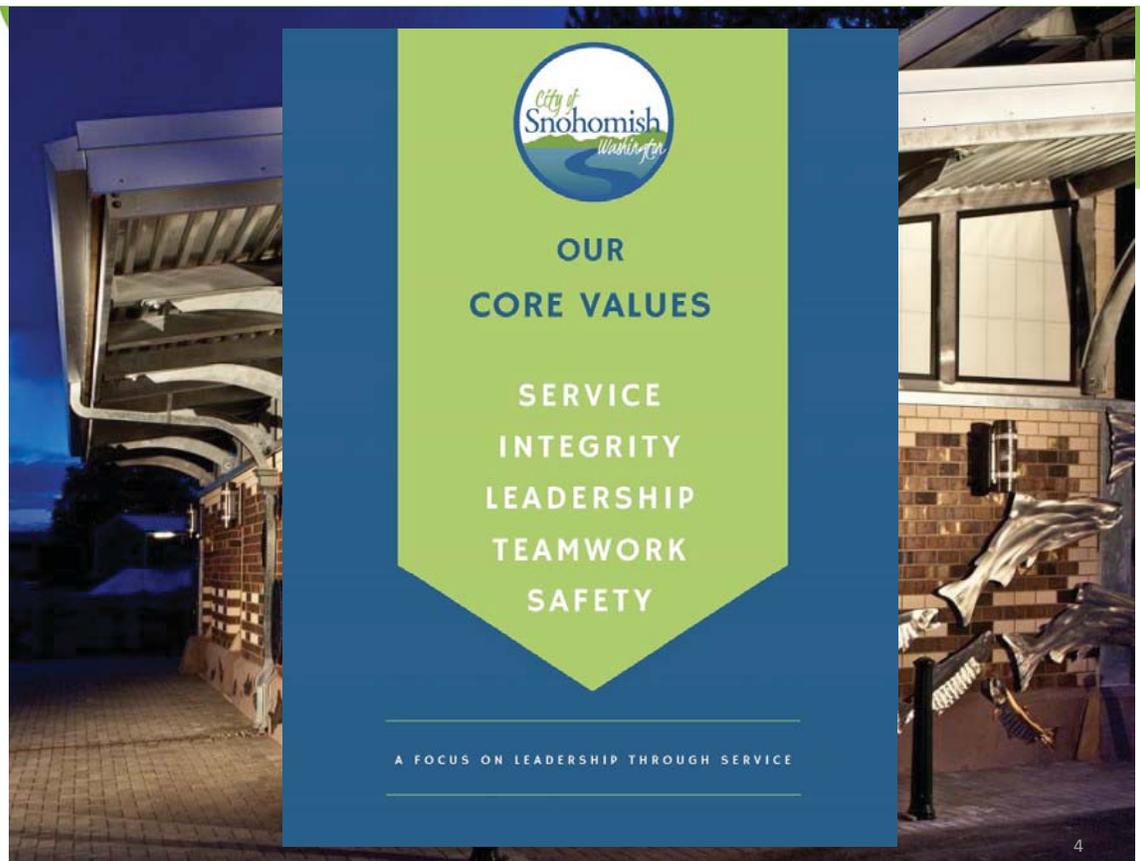


The main thing is to keep the  
main thing the main thing.

Stephen R. Covey

*Author of *The Seven Habits of Highly Effective People**

3



OUR  
CORE VALUES

SERVICE  
INTEGRITY  
LEADERSHIP  
TEAMWORK  
SAFETY

A FOCUS ON LEADERSHIP THROUGH SERVICE

4

## General Fund Revenue

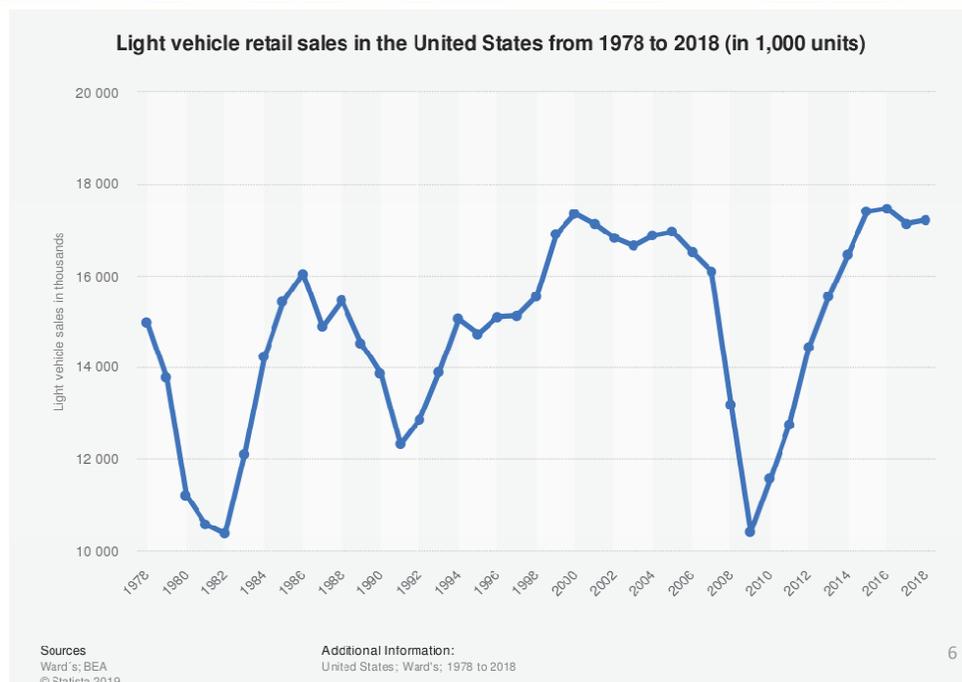
Four of the City's five key services (the non-utilities) are funded from four sources that total over 92% of revenues:

<b>Sales Tax</b>	\$8.8 Million (≈53%) <b>#1</b>
<b>Utility Taxes</b>	\$3.0 Million
<b>Property Tax</b>	\$2.4 Million ( <i>Cap 1%</i> )
<b>Development Fees</b>	\$0.5 Million

5

## Sales Tax Example

*Expect Sale Tax Revenues to Go Up & Down*



## Economic Development & Business Support

Business Retention and Expansion

Growth & Development

- *Midtown Planning District (2020)* •

Tourism

7

## Non-Operating Funds (No Staff Assigned)

Examples:

- Traffic & Park Impact Fees – Growth
- Hotel/Motel Tax - Visitor Promotion (#107)
- Real Estate Excise Tax (REET)
- Municipal & Street Capital Project Funds
- Solid Waste (*Private Contract*)
- Equipment Replacement (#505)
- Affordable Housing Sales Tax (New in 2019)

8

## Community Partners

- Tremendous Community Generosity, and
- Forward thinking by Elected Leaders

From the City's Quarterly Magazine:

*"Your local city government is tasked with providing specific services, such as wastewater treatment or law enforcement. But a great community needs other services too . . ."*

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## Public/Private Partnerships



**Snohomish Senior Center**



**Snohomish  
Boys &  
Girls Club**



**Snohomish  
Senior  
Housing**



**Snohomish Community  
Food Bank**

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## Partnerships

### Examples of Annual City Costs (General Fund)

**Food Bank  
1990**

**\$2,100 Utilities**

**Boys & Girls Club  
2003**

**\$14,000 Utilities**

**Senior Center  
2008**

**\$7,000 Utilities plus up to  
\$17,000 for Operations**

**Aquatic Center  
2013**

**\$59,000 Utilities**

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## Synchronization

### A Few Examples

#### LOCAL

- Historic Downtown Snohomish
- Chamber of Commerce
- Farmers Market
- Kla Ha Ya Days
- Easter Parade

#### REGIONAL

- Snohomish County Tomorrow
- Snohomish Health District
- Community Transit
- Puget Sound Regional Council

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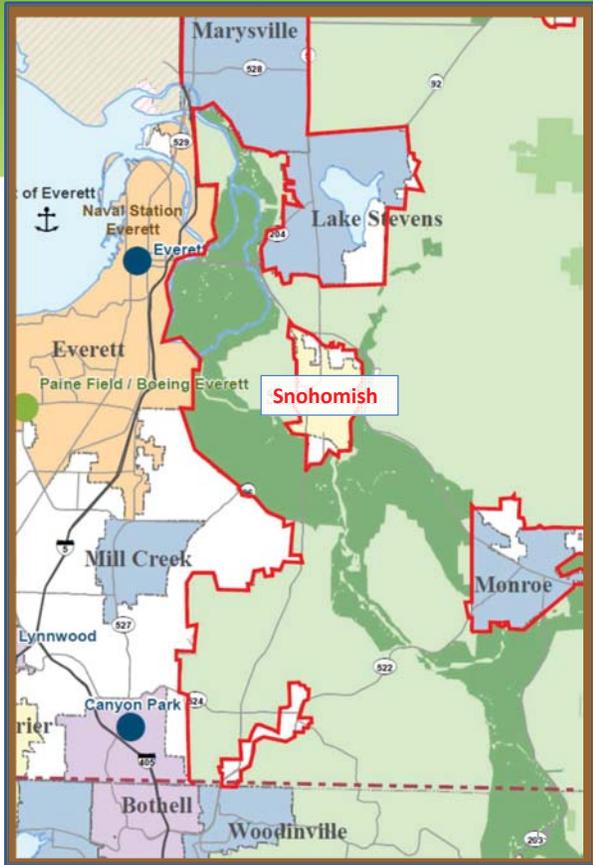
**DISCUSSION ITEM 7.**

*Puget Sound Regional Council*  
**PSRC**  
**Vision 2050**

**Washington State's Growth Management Act (1990):**

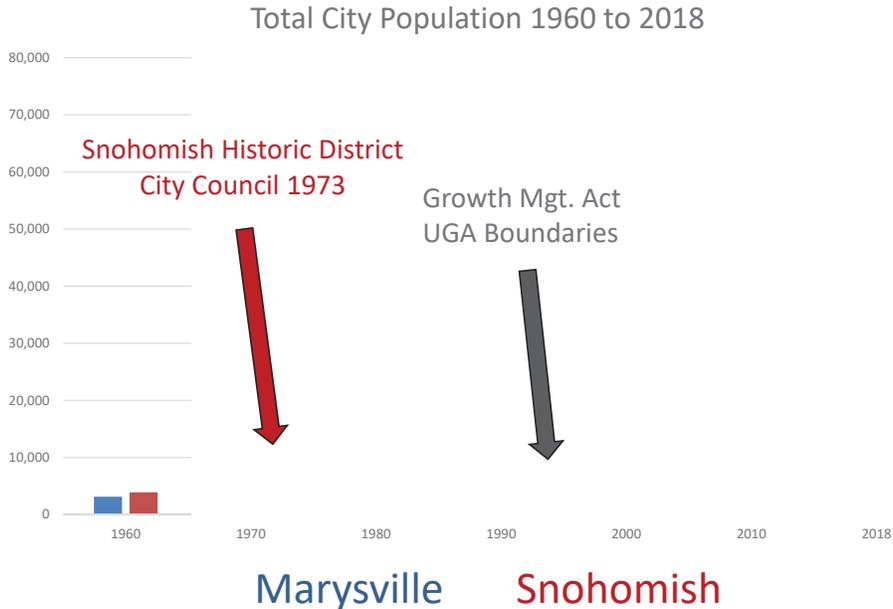
**City - Inside UGA**  
 1 house on urban lot

**Rural – Outside UGA**  
 1 house on 5 (or 10) acres



## Regional Growth Example

City of Snohomish Founded 1859; Incorporated 1890;  
 Population grew to 3,000 by 1895



## Midtown Planning District

2019/2020 Council Goal

Council Resolution – Early 2020

Council Approval of Professional Services Agreement

Market Feasibility Study (*LeLand/Otak*)

Snohomish County in Early 2020

Task Force or Steering Committee (#7-13)

Planning Commission, City Council, Economic Development Committee, Merchants/Chamber, Property Owners, Residents

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## Regional Traffic Congestion

1. More Highways
2. More Transit
3. Charging peak-hour tolls
4. Living with congestion  
*“This is the sole viable option.”*
5. Autonomous Vehicles



## Council Policy

### *Examples from 2018 and 2019*

Resolution Declaring a Policy Against Hatred and Intolerance	Oct. 2018
Plastic Bag Ban Ordinance	Feb. 2019
Resolution in Support of 100 Percent Renewable Energy	Apr. 2019
Archaeological and Cultural Resources Protection Code	May 2019
Wetland Regulation Ordinance	Sept. 2019

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## Looking Ahead

2021/2022 Budget Adoption  
Budget Process – Spring to Fall 2020

Transportation Benefit District (TBD)  
Re-Authorization – 2021 Election

Law Enforcement ILA (County Sheriff)  
Current ILA from Jan. 2017 to Dec. 2021

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## Elected Leaders 2020/2021



**Left to Right:** *Standing:* Linda Redmon, Jason Sanders, Tom Merrill, Steve Dana, and Larry Countryman. *Seated:* Donna Ray, John T. Kartak, and Judith Kuleta

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## 2021/2022 Budget

**Debbie Burton, Finance Director**

### General Fund

2019/20 Budget:

*Expenses greater than Revenues*

*Actual Revenues and Expenses?*

Low Amount of Debt

Ending Fund Balance meets Council's Policy

20

## 2021/2022 Revenues?

### Sales Tax

- Economic Cycles
- Retail Business Changes
- E-Commerce (Long-Term Headwind)
- Competition from Neighboring Cities

### Property Tax Capped at 1%

### Keep What We Have?

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## 2021/2022 Limits

### De Minimus Additional Ongoing Operational or Maintenance Expenses in 2021/2022

#### For example:

- No Additional General Fund Staff
- No Additional Public Restrooms
- No Additional Parks

### Additional Revenues Should Be Identified

22

## 2021/2022 Capital Funds

### General Fund (GF) and Real Estate Excise Tax (REET)

\$1.1 Million Projected  
REET Revenues in 2021/2022?

Approximately \$0.7 Million  
in GF Revenues above EFB policy?

23

## Park Impact Fees (PIF)

Approximately \$800,000  
in Current Funds

Must Spend Portion by  
2022 or Return

Park Board  
Recommendation by  
Summer 2020



## Council Priorities

What percentage to set aside in “rainy day” fund and for future projects?

### Capital Project Service Areas

- Transportation
- Pedestrian Safety
- Parks
- Facilities (Basic O&M)
- City Hall Seismic Study
- Renewable Energy  
*Electrification of City Fleet*

25

## Capital Project Considerations



One Time Projects with  
De Minimus Ongoing Costs  
Unless Additional Sources of  
Revenue Identified

### PRIORITIES

- 1.
- 2.
- 3.



More Requests than  
Available Funds

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## Questions on City Priorities?



Water Utilities

Law Enforcement

Transportation

Parks (& *Events*)

Planning & Building

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**CONSENT ITEM 8a.**

**Date:** January 21, 2020

**To:** City Council

**From:** Glen Pickus, AICP, Planning Director

**Subject: Designation of Mayor to Approve Retail Fireworks Stand Permit Applications**

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**SUMMARY:** Chapter 5.54 Snohomish Municipal Code (SMC) regulates the sale of consumer retail fireworks in the City. The proposal is for the City Council to designate the Mayor as the approval authority for consumer retail fireworks stand applications, as provided for by SMC 5.54.040.

**BACKGROUND:** Chapter 5.54 SMC requires those who want to establish a place to sell fireworks in the City obtain a City permit. The Chapter sets the permitting procedures and standards for those fireworks stands. SMC 5.54.040 states the “City Council or its designee” shall grant permits if the application meets the standards of SMC 5.54 as well as Chapter 70.77 RCW.

The process for granting permits has been for the City’s Fire Marshal/Building Official to review all of the applications received, and then to draft a staff report for the City Council with a recommendation as to whether or not to approve each application. The City Council then takes up the issue at a public meeting and votes on the applications. In all past cases, if the Fire Marshal/Building Official recommended approval, the Council followed that recommendation. In recent years there have been three applications submitted from the same applicants. In 2019, the City Council approved the permit applications on the consent agenda.

**ANALYSIS:** The approval of applications to establish stands to sell fireworks has become routine over the years. To make the system more efficient, staff proposes the City Council designate the Mayor to be the decision-making authority for issuance of firework stand permit approval. In doing so, the process for placing items on the City Council’s agenda is avoided, and staff time, primarily the Fire Marshal’s, is saved because she will not have to prepare a formal staff report for the Council.

All other aspects of the process, from application to inspection, would remain unchanged.

**BUDGETARY IMPACTS:** None, although it is anticipated staff time will be saved by this proposal.

**CITY COUNCIL GOALS:** Not applicable.

**STRATEGIC PLAN REFERENCE:** Not applicable.

**RECOMMENDATION:** That the City Council **DESIGNATE** the Mayor as the authority to approve applications for retail fireworks stands, as provided for by SMC 5.54.040.

**ATTACHMENT:** None

**REFERENCE:** [Chapter 5.54 - Fireworks, Snohomish Municipal Code](#)

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**CONSENT ITEM 8b.**

**Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Snohomish County Cities &amp; Towns</b>						<b>(\$100.00)</b>
72210	VOID		12/31/2019	VOID	(\$100.00)	
<b>Trevor and Roberta Mellick</b>						<b>\$392.53</b>
72251	UB Refund		1/7/2020	425 Avenue F Snohomish WA 98290	\$392.53	
<b>Nicholas Manley</b>						<b>\$210.81</b>
72252	UB Refund		1/7/2020	902 19th Street Snohomish WA 98290	\$210.81	
<b>Dave Nelson</b>						<b>\$293.75</b>
72253	UB Refund		1/7/2020	923 First Street Snohomish WA 98290	\$293.75	
<b>Tim Swodeck</b>						<b>\$50.00</b>
72254	UB Refund		1/7/2020	825 Pine Avenue Snohomish WA 98290	\$50.00	
<b>Ace Equipment Rentals</b>						<b>\$327.60</b>
72255	86408		12/31/2019	Grinder Rental for Engineering Sidewalk	\$327.60	
<b>Allstream</b>						<b>\$75.28</b>
72256	16569923		12/31/2019	776393 Analog Line for PD Security Alarm System	\$75.28	
<b>Alpha Courier Service</b>						<b>\$24.20</b>
72257	20606		12/31/2019	Lab Samples Courier	\$24.20	
<b>Angel Transport &amp; Towing</b>						<b>\$417.47</b>
72258	6454		12/31/2019	Towing	\$417.47	
<b>ARC Architects, Inc</b>						<b>\$750.00</b>
72259	2019013.000-8		12/31/2019	Midtown Land Use Study	\$750.00	
<b>Automatic Funds Transfer Services, Inc</b>						<b>\$1,050.66</b>
72260	113278		12/31/2019	Printing December 2019 Billing	\$1,050.66	
<b>CDW G</b>						<b>\$7,883.80</b>
72261	WGJ7103		12/31/2019	Office 2019 Licenses for City Workstation PCs	\$7,883.80	
<b>Central Welding Supply Inc.</b>						<b>\$18.06</b>
72262	RN12191004		12/31/2019	Acetylene	\$18.06	
<b>Chinook Lumber</b>						<b>\$292.69</b>
72263	1601387		12/31/2019	Eagle Scout Kiosk	\$222.91	
	1601715			Eagle Scout Kiosk	\$30.15	
	1602747			Eagle Scout Kiosk	\$39.63	
<b>City of Everett Finance</b>						<b>\$1,270.80</b>
72264	119004651		12/31/2019	Stormwater Samples 2019	\$378.00	
	119004700			Shelter Bill Nov 2019	\$585.00	
	120000548			Coliform Samples	\$307.80	

**CONSENT ITEM 8b.**

***Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting***

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Core &amp; Main LP</b>						<b>\$37.13</b>
72265	L561410		12/31/2019	Neptune Carry Strap	\$37.13	
<b>CWA Consultants, P.S.</b>						<b>\$1,816.49</b>
72266	19-139		12/31/2019	M19-0036 Plan Review	\$360.00	
	19-209			BC19-0015 Plan Review	\$1,456.49	
<b>FCS Group</b>						<b>\$2,510.00</b>
72267	3048-21912131		12/31/2019	Water & Sewer Comp Plans	\$2,510.00	
<b>Inland Environmental Resources, Inc.</b>						<b>\$18,446.06</b>
72268	2019-1933		12/31/2019	Magnesium Hydroxide	\$9,696.96	
	2019-2000			Magnesium Hydroxide	\$8,749.10	
<b>James Mills</b>						<b>\$1,551.00</b>
72269	121619		12/31/2019	LEOFF I Dental Reimbursement	\$1,268.00	
	122319			LEOFF I Dental Reimbursement	\$283.00	
<b>KBA Inc.</b>						<b>\$2,765.16</b>
72270	3005007		12/31/2019	Bickford Ave Overlay CM	\$2,765.16	
<b>Kelley Imaging Systems Inc</b>						<b>\$234.78</b>
72271	IN616528		12/31/2019	City Copier Machine	\$234.78	
<b>McDaniel Do It Center - Parks</b>						<b>\$18.00</b>
72272	522250		12/31/2019	PVC for Ferguson Restroom	\$18.00	
<b>Northwest Environmental Consulting LLC</b>						<b>\$5,310.00</b>
72273	10702		12/31/2019	Blackmans Lake Mitigation Monitoring	\$3,950.00	
	10703			Boat Ramp Mitigation Monitoring	\$1,360.00	
<b>Pacifica Law Group</b>						<b>\$462.00</b>
72274	56013		12/31/2019	CSO Reduction Project Phase 2 - Legal Assistance	\$462.00	
<b>Petty Cash</b>						<b>\$41.05</b>
72275	1382		12/31/2019	Kartak - UBER during 2019 NLC Annual Summit	\$19.06	
	1383			Zimmerman - December Birthdays Cake	\$21.99	
<b>Republic Services</b>						<b>\$501.11</b>
72276	0197-002549484		12/31/2019	City Hall Clean Out	\$501.11	
<b>Seattle Pump and Equipment</b>						<b>\$251.16</b>
72277	209416-1		12/31/2019	Vactor Tube	\$251.16	
<b>Shred-It USA, Inc</b>						<b>\$89.52</b>
72278	8128772413		12/31/2019	Shred Docs Dec 2019	\$89.52	
<b>Smarsh, Inc</b>						<b>\$516.90</b>
72279	INV00567729		12/31/2019	City Text Message & Social Media Archival Solution	\$516.90	

**CONSENT ITEM 8b.**

**Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Snohomish Auto Parts</b>						<b>\$259.71</b>
72280	591716		12/31/2019	Molding Tape	\$14.39	
	593559			EP7 Pressure Sensor	\$46.90	
	593634			EP7 Mirror, Lock Pliers	\$39.28	
	593747			EP7 Relay, Slide Terminal	\$10.67	
	594100			Screws, Lock Washers	\$0.28	
	594927			Core Deposit Credit	(\$126.67)	
	596190			EP45 Brake Fluid	\$5.91	
	597354			Sign Post Puller	\$76.71	
	598168			EP127 Blades, Pump	\$102.74	
	598677			Hose, Hose Ends	\$89.50	
<b>Snohomish Co-Op</b>						<b>\$24.01</b>
72281	25891		12/31/2019	Filter - Transfer Pump	\$24.01	
<b>Snohomish County District Court</b>						<b>\$4,136.80</b>
72282	I000519646		12/31/2019	Nov 2019 Case Filing Fees	\$1,682.20	
	I000523953			December 2019 Case Filing Fees	\$2,454.60	
<b>Snohomish County Prosecuting Attorney</b>						<b>\$3,626.30</b>
72283	2019-4-SNO		12/31/2019	Misd Pros Svcs 10/1/19-12/31/19	\$3,626.30	
<b>Snohomish County Pud #1</b>						<b>\$20,539.90</b>
72284	105255902		12/31/2019	200092427 Lighting	\$67.04	
	115164835			201365467 WTP	\$390.98	
	115166116			220173033 Lighting	\$51.81	
	118483494			200967909 Lighting	\$56.96	
	144874338			202882064 Lighting	\$4,197.43	
	144874339			202882080 Lighting	\$275.52	
	154706757			202670683 Lighting	\$1,100.01	
	157907603			203168588 Lighting	\$31.59	
	161089008			204717656 Lighting	\$47.76	
	1900065626			30000534 December 2019 Intertie Water	\$14,320.80	
<b>Snohomish County Sheriff's Office Corrections</b>						<b>\$8,773.39</b>
72285	2019-6114		12/31/2019	Nov 2019 Jail Service Fees	\$8,749.35	
	2019-6134			November 2019 Medical	\$24.04	
<b>Snohomish Senior Center</b>						<b>\$1,000.00</b>
72286	19-321		12/31/2019	Senior Center Monthly	\$1,000.00	
<b>Sound Publishing</b>						<b>\$1,237.77</b>
72287	7962346		12/31/2019	Agenda Publications	\$1,026.00	
	EDH883467			SL19-0001 SEPA DNS	\$106.79	
	EDH885470			22-18-SDP Amended DNS	\$104.98	
<b>Staples Advantage</b>						<b>\$49.11</b>
72288	3435495383		12/31/2019	HR Supplies - Calendar	\$14.65	
	3435495384			Replacement AAA Batteries	\$8.19	

**CONSENT ITEM 8b.**

***Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting***

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
		3435495385		Replacement Cell Batteries	\$3.18	
		3435495386		Cleaning & Packing Supplies	\$17.97	
		3435495387		Cleaning Supplies	\$5.12	
<b>Steuber Dist. Co.</b>						<b>\$54.38</b>
72289	2881609		12/31/2019	ADS Pipe	\$54.38	
<b>TranspoGroup</b>						<b>\$3,065.26</b>
72290	24170		12/31/2019	Bickford & Weaver Design	\$3,065.26	
<b>Tyler Enterprises</b>						<b>\$450.00</b>
72291	Dec 2019		12/31/2019	Inspection Services December	\$450.00	
<b>Tyler Technologies, Inc</b>						<b>\$2,765.93</b>
72292	025-277025		12/31/2019	SaaS Fees - Hosting User Fee	\$156.98	
	025-282998			UB Notification Calls 10/01/19-12/31/19	\$57.70	
	025-283331			Insite Transaction Fees	\$2,551.25	
<b>U.S. Bank N.A - Custody</b>						<b>\$162.00</b>
72293	120119 123119		12/31/2019	Safekeeping Investments	\$162.00	
<b>U.S. Postmaster</b>						<b>\$2,493.00</b>
72294	062819 070419		12/31/2019	Postage	\$26.15	
	070519 071119			Postage	\$207.35	
	071219 071819			Postage	\$57.40	
	071919 072519			Postage	\$59.25	
	072619 080119			Postage	\$52.45	
	080219 080819			Postage	\$201.10	
	080919 081519			Postage	\$55.10	
	081619 082219			Postage	\$62.80	
	082319 082919			Postage	\$10.80	
	083019 090519			Postage	\$212.10	
	090619 091219			Postage	\$50.50	
	091319 091919			Postage	\$107.25	
	092019 092619			Postage	\$109.95	
	092719 100319			Postage	\$299.85	
	100419 101019			Postage	\$16.45	
	101119 101719			Postage	\$44.80	
	101819 102419			Postage	\$97.75	
	102519 103119			Postage	\$16.30	
	110119 110719			Postage	\$208.80	
	110819 111419			Postage	\$41.60	
	111519 112119			Postage	\$141.40	
	112219 112819			Postage	\$26.65	
	112919 120519			Postage	\$210.30	
	120619 121219			Postage	\$42.90	
	121319 121919			Postage	\$49.55	
	122019 122619			Postage	\$84.45	

**CONSENT ITEM 8b.**

**Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>US Bank CPS</b>						<b>\$9,470.60</b>
72295	DA Comcast 731347	120219	12/31/2019	2nd & D Camera	\$228.36	
	DA Comcast 741668	120719		Bickford Camera	\$128.37	
	DL Amazon 0914638			Electrical Code Book	\$146.82	
	DL Amazon 0984256			Battery Backup	\$166.43	
	DLg B&H 1060531164			Replacement UPS Battery	\$359.30	
	DLg Comcast 047405	121219		PD Cable Services 12/23/19-01/22/20	\$49.80	
	DLg COMcast 475077	100119		Skate Park Cameras for Boys & Girls Club	\$106.22	
	DLg Comcast 482016	100119		City Hall Internet Services	\$151.22	
	JH Home Depot 8012976			Pilchuck Eagle Scout Kiosk	\$170.79	
	JH Home Depot 8012977			Ferguson Restroom Supplies	\$23.85	
	JK Buzz Inn 1100177			Meal - Reimbursed	\$24.00	
	JK Looking Glass 115			Meeting with Judith Kuleta	\$8.17	
	JK PayPal WSFB 120519			WFB Regional Legislative Day	\$10.00	
	KA Amazon 3285850			Wall Calendars	\$17.75	
	KA Amazon 8545824			Calendar	\$14.36	
	KA Amazon 9121067			Daily Diary	\$92.89	
	KS Walmart 026889			Misc Office Supplies	\$16.90	
	LB Amazon 0784203			Fluted Threshold	\$88.09	
	LB Amazon 1447432			Leather Work Gloves	\$84.90	
	LB Amazon 1895431			Daily Journal	\$62.34	
	LB Amazon 4184246			Label Tape	\$41.25	
	LB Empire Lube 1425			Filters - Transfer Pump	\$35.42	
	LB Home Depot 7625124			Batteries - Shop	\$34.90	
	LB Home Depot 9513072			Glue	\$15.41	
	SC Home Depot 6134249			Supplies for City Hall/PW Shop	\$29.35	
	SC Home Depot 9012786			Cord Covers/Protectors & Air Register for CityHall	\$134.75	
	TC Ardor 932			Wrap for Sweeper - Remaining Balance Owed	\$1,239.70	
	WP DRI Printing 6451998			Reusable Bag Flyer Printing	\$152.38	
	WP Engraving 390407			Commemorative Keys to the City	\$1,094.68	
	WP Gagnon Welding 057343			Downtown Kiosk Repair - Interpretive Signs	\$1,818.18	
	WP Jared Burns 819			Council and Staff Pictures	\$1,271.02	
	WP Method Barricade 12554			Kiosk Narrative Sign Printing	\$1,638.00	
	WP SCC Mtg 121719			Snohomish Chamber of Commerce Meeting	\$15.00	
<b>VOID</b>						<b>\$0.00</b>
72296			12/31/2019		\$0.00	
<b>Utilities Underground Location</b>						<b>\$87.72</b>
72297	9120226		12/31/2019	December Locates	\$87.72	
<b>Voyager</b>						<b>\$3,139.42</b>
72298	869344283001		12/31/2019	Fleet Fuel - December 2019	\$3,139.42	
<b>Washington State Department of Enterprise Services</b>						<b>\$382.98</b>
72299	73195293		12/31/2019	Council Business Cards	\$70.99	
	73195542			Business Card Template Redesign - New Address	\$311.99	
<b>Washington State Department of Revenue</b>						<b>\$1,650.19</b>
72300	Q42019		12/31/2019	Leasehold Tax	\$1,650.19	

**CONSENT ITEM 8b.**

***Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting***

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Washington State Patrol</b>						<b>\$119.25</b>
72301	I20004263		12/31/2019	Dec 2019 CPL Fingerprints	\$119.25	
<b>WAVE</b>						<b>\$1,103.70</b>
72302	103950001-0007096		12/31/2019	City Hall Internet & Phone Services	\$1,103.70	
<b>Weed, Graafstra &amp; Associates, Inc. P.S.</b>						<b>\$7,489.50</b>
72303	224.252.22		12/31/2019	Litigation Fees/Attorney Fees	\$7,489.50	
<b>Allstream</b>						<b>\$99.72</b>
72304	16613358		01/14/2020	777368 City Hall Analog Line	\$99.72	
<b>Association of Washington Cities</b>						<b>\$12,889.19</b>
72305	78507		01/14/2020	AWC Membership 2020	\$7,297.00	
	78614			2020 AWC Drug & Alcohol Consortium Membership	\$1,190.00	
	78762			2020 Workers Comp	\$4,402.19	
<b>Bills Blueprint Inc.</b>						<b>\$970.02</b>
72306	605591		01/14/2020	Carnegie Building Project - Plans and Spec Copies	\$970.02	
<b>Comcast</b>						<b>\$111.40</b>
72307	892709 010220		01/14/2020	Scada	\$111.40	
<b>Frontier</b>						<b>\$414.88</b>
72308	602175 010120		01/14/2020	Multiple Phone Lines	\$414.88	
<b>H.B. Jaeger</b>						<b>\$171.53</b>
72309	U2013000188		01/14/2020	Gaskets	\$4.72	
<b>J Thayer Company</b>						<b>\$42.28</b>
72310	1420270-0		01/14/2020	Office Sorter	\$42.28	
<b>Kevin Buse</b>						<b>\$161.00</b>
72311	Expense Report 010920		01/14/2020	Buse - CDL Physical	\$161.00	
<b>McDaniel Do It Center - Parks</b>						<b>\$203.65</b>
72312	522278		01/14/2020	Ferguson Restroom/Stock	\$63.03	
	522457			Silicone for City Hall Payment Box	\$5.45	
	522461			Ferguson/EP159	\$135.17	
<b>McDaniel Do It Center - Streets</b>						<b>\$19.06</b>
72313	522351		01/14/2020	Concrete Mix for Signs	\$19.06	
<b>Method Barricade &amp; Construction Supply LLC</b>						<b>\$144.14</b>
72314	12568		01/14/2020	Street Signs	\$144.14	
<b>Platt Electric Supply</b>						<b>\$319.45</b>
72315	0A15283		01/14/2020	LED Lights for City Hall	\$319.45	
<b>Puget Sound Clean Air Agency</b>						<b>\$7,267.00</b>
72316	081		01/14/2020	2020 Assessment	\$7,267.00	

**CONSENT ITEM 8b.**

**Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Puget Sound Energy</b>						<b>\$728.09</b>
72317	228364 010820		01/14/2020	200011228364 Hill Park LS PSE	\$38.32	
	228570 010820			200011228570 Champagne LS PSE	\$38.32	
	228786 010820			200011228786 Engineering	\$117.73	
	229248 010820			200011229248 Clarkes Pond LS PSE	\$99.85	
	294678 010820			200014294678 City Hall	\$250.94	
	562024 010820			200007562024 Lincoln LS PSE	\$85.27	
	797589 010820			200022797589 Commercial LS PSE	\$84.15	
	997032 010820			220003997032 Shadowood LS PSE	\$13.51	
<b>Rubatio Refuse Removal Inc</b>						<b>\$148.97</b>
72318	3066330		01/14/2020	Drop Box Rental	\$148.97	
<b>SiteOne Landscape Supply, LLC</b>						<b>\$475.90</b>
72319	96701015-001		01/14/2020	Ice Melt for Facilities	\$475.90	
<b>Snohomish County Department of Emergency</b>						<b>\$14,382.00</b>
72320	2020 Service Fees		01/14/2020	2020 DEM	\$14,382.00	
<b>Snohomish County 911</b>						<b>\$12,532.93</b>
72321	2172		01/14/2020	Dispatch Services	\$12,532.93	
<b>Snohomish County Clerks And Finance Officers Assoc</b>						<b>\$50.00</b>
72322	2020 Dues		01/14/2020	2020 Annual Dues - Burton & Bruland	\$50.00	
<b>Snohomish County Fire Dist.#4</b>						<b>\$75.00</b>
72323	19.72		01/14/2020	01/24/2020 Facility Rental Fee - HR	\$75.00	
<b>Snohomish County Pud #1</b>						<b>\$2,806.64</b>
72324	108563491		01/14/2020	200611275 Commercial LS PUD	\$59.36	
	108563492			200664712 Pilchuck Park	\$144.44	
	111863572			205478688 Signal	\$121.36	
	111867306			201293982 Signal	\$42.80	
	115170582			201076114 Police Station	\$777.97	
	121796987			202011334 Hill Park Large Shelter	\$88.85	
	125121009			202511838 Lighting	\$21.18	
	128398710			201448438 Ped Signal	\$28.86	
	128400265			201016185 Hill Park LS PUD	\$116.55	
	131711250			202250544 Lighting	\$8.59	
	131712219			202081428 Signal	\$29.78	
	138226666			201054848 Champagne LS PUD	\$167.05	
	138227637			202894762 Lighting	\$89.60	
	138228510			202139143 Lighting	\$8.59	
	138228511			202139150 Lighting	\$8.59	
	141533544			202404505 10th & Ave D Signal	\$61.16	
	151465164			202518510 Signal	\$64.88	
	167536957			200104727 Rainier LS PUD	\$834.09	
	167536958			200205045 Lincoln LS PUD	\$112.91	
	167538964			203505128 Hill Park Lower Shelter	\$20.03	
<b>Sound Telecom</b>						<b>\$146.66</b>
72325	000015-878-981		01/14/2020	Standby Phone	\$146.66	
<b>US Bank CPS</b>						<b>\$1,805.97</b>
72326	DA WSDA 605141		01/14/2020	Pesticide License Renewal - Pullen	\$33.99	
	DB WPTA 20-17151			WPTA Dues	\$40.00	

**CONSENT ITEM 8b.**

***Schedule of Checks for the Checks Issued Since the January 7, 2020 Meeting***

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
		DL Home Depot 0613291		Ice Shovels/Ice Melt	\$85.02	
		DL Safeway 001374		Distilled Water	\$13.90	
		JH Home Depot 8014324		Ferguson/Gazebo	\$78.82	
		JH Home Depot 9521088		Ferguson Restroom/Stock	\$291.04	
		JK SCC 01041		Jan 2020 Membership Meeting	\$45.00	
		KA Safeway 1245967		Distilled Water for Labs	\$120.30	
		PA Haggen 052349		Councilmember Briefing	\$35.13	
		PA HotelTonight FAGP4Y		AWC City Action Days Lodging - Kuleta	\$111.00	
		PA Jurassic Parliament 1172-7125		Clerk Training	\$57.00	
		PA Safeway 003167		Councilmember Briefing	\$9.98	
		PA SCC 01036 & 01042		SCC Membership Renewal & Jan 2020 Mtg Dana	\$145.00	
		PA SCC 01043		Jan 2020 Meeting - Redmon	\$45.00	
		PA SCC 01044		Jan 2020 Meeting - Sanders	\$45.00	
		PA Starbucks 721541		Councilmember Briefing	\$19.60	
		PA United LDVZPG		Congressional City Conf WA DC Flight - Sanders	\$424.40	
		SC Home Depot 6013162		New Door and Supplies for PW Shop	\$205.79	
<b>USPS</b>						<b>\$1,224.18</b>
72327	Dec 2019		01/14/2020	Postage for Quarterly Magazine	\$1,224.18	
<b>Washington Cities Insurance Authority</b>						<b>\$257,846.00</b>
72328	14749		01/14/2020	2020 Program Assessment	\$257,846.00	
<b>Whistle Workwear</b>						<b>\$1,197.56</b>
72329	TR-501280		01/14/2020	Boots - Palmer	\$197.63	
	TR-501283			Pants and Jacket - Cavanah	\$306.28	
	TR-501284			Boots - deLeuw	\$143.28	
	TR-501285			Pants - deLeuw	\$36.55	
	TR-501286			Boots - Cavanah	\$197.63	
	TR-501288			Pants and Coverall - Galde	\$118.56	
	TR-501289			Boots - Galde	\$197.63	
				<b>TOTAL</b>		<b>\$435,822.15</b>

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify the claims below to be valid and correct.

\_\_\_\_\_  
Finance Director

WE, the undersigned Councilmembers of the City of Snohomish, Washington, do hereby certify that the claim warrants #72210 through #72329 in the total amount of \$435,822.15 through January 14, 2020 are approved for payment on January 21, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember